



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 13, 2023
5:00 PM
AGENDA**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Administration of the Oath-of-Office and presentation of the Certificate-of-Election to elected councilmember for Place No. 5. (Vaughns)
- B. EDC June Local Business Report - The Dental Grove. (Alvarez)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of New Employees, Recognitions, Promotions (Jackson, Peters).
- B. 2023 Boards and Commissions Overview. (Satarino)
- C. Discussion regarding guidelines for partnership for future organized runs/races. (Monaco)
- D. Discussion regarding FM 455 Alignment Study. (Brawner)
- E. Discussion of the Wilson Creek Park Master Plan. (Webb)
- F. Discussion regarding potential Interlocal Agreement with the City of Gunter for interim EMS services. (Metdker)

V. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign one of the "Speaker Cards" and present to the City Secretary prior to the beginning of the City Council meeting. Speakers are limited to three (3) minutes. The Council can take no action. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the City Council with copies/handouts regarding their item of interest must provide 9 copies and present them to the City Secretary for distribution to the City Council.

VI. EXECUTIVE SESSION:

As authorized by Section 551.071(2) of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

Texas Government Code Section 551.071 Consultation with Attorney and Texas Government Code Section 551.074 Personnel Matters:

- A. Deliberate the resignation, appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager and Interim City Manager and Acting City Manager.

Texas Government Code Section 551.071 Consultation with Attorney and Texas Government Code Section 551.072 Deliberations Regarding Real Property:

- B. Discussion regarding Serenade Development easement acquisitions.
- C. Discussion regarding Glendenning ROW impact fee reduction agreement.

Texas Government Code Section 551.071 Consultation with Attorney and Texas Government Code Section 551.087 Deliberation of Economic Development Negotiations:

- D. Discussion regarding O'Donnell (Rainwater) Development Agreement.
- E. Discussion regarding potential incentive agreement with new downtown office building in the Entertainment District.
- F. Discussion regarding Swirls (The Wick) Performance Agreement.
- G. Discussion regarding the Forge 1912 Performance Agreement.
- H. Discussion regarding Mudea's Performance Agreement.
- I. Discussion regarding amendment to Valley Vines agreement.
- J. Discussion regarding potential hotel conference space located west of Dallas Parkway and north of Frontier Parkway, and possible economic development incentives.
- K. Discussion regarding potential Performance Agreement by and between the Celina Economic Development Corporation and EWS Local, LLC.

Texas Government Code Section 551.071 Consultation with Attorney:

- L. Discussion regarding Operation Finally Home.
- M. Discussion on legal status of Blue Angus Drainage Easement acquisition.

Reconvene Into Open Session
- N. Consider and act upon any items discussed in executive session.

VII. CONSENT AGENDA:

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

- A. Consider and act upon a Resolution of the City of Celina, Texas, appointing Art Maldonado as Judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said Judge, setting the term of office of said Judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Bromiley)
- B. Consider and act upon a City of Celina Downtown Water Tower Lighting Policy. (Satarino)
- C. Consider and act to renew the Agreement with EC America, Inc. for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed \$84,527.28. (Berry)
- D. Consider and act to award bid 2023-050 to Freeit Data Solutions at the unit prices listed in an amount not to exceed \$791,754.70 (Quigley)
- E. Consider and act to purchase network firewall equipment through cooperative contract with Solid Border in an amount not to exceed \$190,236.00. (Quigley)
- F. Consider and act to authorize an agreement for engineering services for the design of Oklahoma Drive (Pecan to Malone) with Kimley Horn and Associates in an amount not to exceed \$294,900.00. (Berry)
- G. Consider and act to award bid 2023-047 for the construction and installation of a multi-way stop at the Dallas North Tollway and Punk Carter Parkway to CI Pavement at the unit prices listed in the amount of \$90,000.00 plus ten percent contingency in the amount of \$9,000.00 for a total amount not to exceed \$99,000.00. (Berry)
- H. Consider and act to authorize an Engineering Services Agreement for engineering services for the design of Doe Branch Sewer with Westwood Professional Services in an amount not to exceed \$805,055.00. (Berry)
- I. Consider and act to approve the first amendment between the City of Celina and Doe Branch Partners, LLC. (Brawner)

- J. Consider and act upon a Chapter 380 Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Mudea's Cafe, LLC. (Satarino)
- K. Consider and act upon a Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Bears on the Square, LLC. (Satarino)
- L. Consider and act upon a Performance Agreement by and between the Celina Economic Development Corporation and EWS Local, LLC. (Satarino)
- M. Consider and act upon a Reimbursement Agreement by and between the City of Celina and JK Capital Investments, LLC. (Satarino)
- N. Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of water and wastewater easements for the installation of public infrastructure to serve the Serenade Development; and providing for an effective date. (Glasgow)
- O. Consider and act on a Resolution of the City Council of the City of Celina approving the proposed Doe Branch Restoration Project for submittal to Collin County Parks and Open Space Project Funding Assistance Program and providing for an effective date. (Oduro)
- P. Consider and act on a Resolution of the City Council of the City of Celina, Texas, authorizing the Acting City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Green Ribbon Program project landscaping improvements on Preston Road (SH 289) from Rountree Court to Frontier Parkway; and providing an effective date. (Webb)
- Q. Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents necessary to effectuate the acquisition of wastewater easements, drainage easements, slope easements and temporary construction easements for the Colorado Drive and Arizona Drive (from the intersection of Cedar Street and Arizona Drive to approximately 180 linear feet east of Colorado Drive) project; and providing for an effective date. (Glasgow)
- R. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, regarding the proposed transmission line routes for the Texas-New Mexico Power Company (TNMP). (TNMP Route Resolution) (Colakovic)
- S. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename County Road 100 to East GA Moore Parkway. (CR 100 to East GA Moore Parkway Name Change Resolution) (Colakovic)
- T. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename County Road 93 to Lynn Stambaugh Parkway. (CR 93 to Lynn Stambaugh Parkway Name Change Resolution) (Colakovic)

- U. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phases #2-3 Direct Improvements to be financed within Phases #2-3 of the Chalk Hill Public Improvement District; approving a preliminary service plan and assessment plan, including the proposed assessment roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on July 11, 2023, to consider an ordinance levying assessments on property located within Phases #2-3 of the Chalk Hill Public Improvement District. (Chalk Hill Ph. 2 - PID - Pre-SAP) (Pollard)
- V. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)
- W. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, determining the legal requirements to terminate Reinvestment Zone Number Three, City of Celina, Texas, have been fulfilled; terminating Reinvestment Zone Number Three, City of Celina, Texas; authorizing the distribution of tax increment funds of the zone to taxing units participating in the zone in accordance with Texas Tax Code; providing that the termination of the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. (Wells South) (Stovall)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning various tracts, totaling approximately 70 acres, within the Legacy Hills Development to Community Facilities District (CF); generally located east of Dallas Parkway, north of future J Fred Smith Parkway, south of Marilee Road, and west of Celina Parkway, within the City Limits. (Legacy Hills Land Donations (CF Tracts) – Rezoning) (Mohan)
- B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 387 acres, generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428, within the Extraterritorial Jurisdiction (ETJ). (Sorrells Tract – C-3 Expedited Annexation) (Mohan)
- C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 387 acres to a Planned Development (PD) with Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3), and Commercial, Office, & Retail District (C) base zoning; generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428. (Sorrells Tract – PD Zoning) (Mohan)

- D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 10 acres of Planned Development (PD) No. 80 with the Dallas North Tollway Overlay District (DNTO) base zoning, in order to modify development standards; generally located at the northwest corner of Dallas Parkway and Frontier Parkway, within the City Limits. (Mosey (Hotel/Conference Center) – PD Amendment) (McAfee) - To Be Tabled
- E. Conduct a public hearing to consider and act upon a Development Agreement on approximately 12 acres of land; generally located west of FM 455 and approximately 410 feet south of future J Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ). (Avondale Townhomes/MF-0 – Development Agreement) (Mohan)
- F. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cross Creek Meadows Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll; making a finding of special benefit to property within the Major Improvement Area of the Cross Creek Meadows Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cross Creek Meadows MIA – Levy Ordinance) (Pollard)
- G. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cross Creek Meadows Public Improvement District Service and Assessment Plan, including the Improvement Area #1 Assessment Roll; making a finding of special benefit to property within Improvement Area #1 of the Cross Creek Meadows Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cross Creek Meadows IA #1 – Levy Ordinance) (Pollard)
- H. Conduct a public hearing to consider testimony and act upon an Ordinance designating a geographic area that is within the corporate boundary of the City as a reinvestment zone, to be known as Reinvestment Zone Number Fifteen, City of Celina; describing the boundaries for the Zone; creating a Board of Directors for the Zone and appointing Directors to the Board; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing for a date of termination for the Zone; providing that the Zone take effect immediately upon the passage of the Ordinance. (Huffines-Serenade (Bray) – TIRZ Creation) (Stovall)

- I. Conduct a public hearing to consider testimony and act upon an ordinance designating a geographic area within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Sixteen, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance. (Huffines-LaUna (Carter) – TIRZ Creation) (Stovall)

IX. ACTION ITEM:

- A. Consider and act upon the acceptance the resignation of City Manager, Jason Laumer, and separation agreement and/or the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, Jason Laumer. (Satarino)
- B. Consider and act to appoint an Interim City Manager. (Satarino)
- C. Consider and act to ratify the appointment of Karla Stovall as the Acting City Manager. (Satarino)
- D. Consider and act on a search method for a City Manager. (Satarino)
- E. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Vaughns)
- F. Consider and act to award RFQ 2023-043 for Construction Management Services (CMAR) to Dean Construction for the Old Celina Park Playground Improvements. (Glasgow)
- G. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (Cross Creek Meadows MIA – Bond Ordinance) (Pollard)
- H. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (Cross Creek Meadows IA #1 – Bond Ordinance) (Pollard)
- I. Consider and act to authorize the Acting City Manager to execute an Agreement by and between the City of Celina and the Heritage Homeowner Association for a Neighborhood Integrity Program grant. (Satarino)
- J. Consider and act upon a Resolution adopting the Arts & Culture Master Plan. (Satarino)

X. ADJOURNMENT:

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 City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "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: Thursday, June 8, 2023 at 5:30 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Lauren Vaughns, TRMC
City Secretary

Date Notice Removed



Celina Economic Development Corporation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lalaina Alvarez, Business Retention & Expansion Specialist
CC: Alexis Jackson, Director of Economic Development Corporation
Date: June 13, 2023
Re: Local Business Report

Action Requested:

EDC June Local Business Report - The Dental Grove. (Alvarez)

Background Information:

Celina EDC staff will introduce the guest business of the month, The Dental Grove, for an update on progress, products, and services available.

Staff Recommendation:

N/A



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: TxDOT Alignment Study for FM 455

Action Requested:

Discussion regarding FM 455 Alignment Study. (Brawner)

Background Information:

The City of Celina is working with TxDOT and Garver Engineering to develop possible alignments for GA Moore (FM 455) through the northern portion of the City. The public meeting is scheduled for June 28, 2023 at 229 W Pecan from 6:00 P.M. to 7:30 P.M.

Staff Recommendation:

N/A



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Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Cody Webb, Director of Parks and Recreation
CC: Kim Brawner, Assistant City Manager
Date: June 13, 2023
Re: Wilson Creek Park Master Plan Discussion

Action Requested:

Discussion of the Wilson Creek Park Master Plan. (Webb)

Background Information:

One of the next big parks in Celina will be Wilson Creek Park serving the southeastern sector of the City. To be approximately 100 acres, the City and consulting team have engaged the public to understand the recreation and sport interests to determine how to best use the space.

This presentation and discussion is to receive the City Council's feedback on the proposed plan in order to determine next steps to take for the development of the Wilson Creek Park.

Staff Recommendation:

N/A



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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Robin Bromiley, Director of Finance
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Municipal Judge appointment

Action Requested:

Consider and act upon a Resolution of the City of Celina, Texas, appointing Art Maldonado as Judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said Judge, setting the term of office of said Judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Bromiley)

Background Information:

A Municipal Judge is appointed every three years per the Celina Home Rule Charter (section 6.02). Current Judge, Art Maldonado, is available for re-appointment. Judge Maldonado has been the City of Celina's judge since November 2009. He has been a resident of the City of Celina since 2017.

Judge Maldonado was born and raised in El Paso, Texas and is a graduate of Coronado High School. He earned a Bachelor of Science Degree in Criminal Justice from The University of Texas at El Paso and went to work for The Texas Youth Commission where he was a Caseworker at West Texas State School in Pyote, Texas. He was later appointed as an Agent in The United States Border Patrol stationed in San Diego, California and attended the academy in Charleston, South Carolina before entering Law School at Thurgood Marshall School of Law in Houston, Texas, where he graduated with honors (Cum Laude).

He began his legal career with the Collin County District Attorney's Office where he was a Misdemeanor Court Chief and attained the position of Felony Prosecutor before leaving to private practice at The Maldonado Law Office, P.C. In 2007, he was appointed as an Associate Municipal Court Judge in Frisco, Texas and shortly thereafter appointed to benches in Wylie, Celina, Providence Village, Aubrey, and Sanger. He continues to serve as the Presiding Judge in Frisco and all the listed North Texas cities. He also serves as Visiting Judge for the Denton County Magistrate Court.

Supporting Documents:

Resolution Appointing Municipal Judge
 FY23 Municipal Court Judge Services Agreement

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA
RESOLUTION 2023- R**

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPOINTING A JUDGE OF THE MUNICIPAL COURT OF THE CITY OF CELINA, TEXAS; SETTING THE COMPENSATION OF SAID JUDGE; SETTING THE TERM OF OFFICE OF SAID JUDGE; ESTABLISHING AUTHORITY IN ACCORDANCE WITH STATE LAWS AND THE HOME RULE CHARTER OF THE CITY OF CELINA, TEXAS.

WHEREAS, The City Council of the City of Celina, Texas, by this resolution does hereby appoint Art Maldonado to the office of Judge of the Municipal Court of the City of Celina, Texas, for a term to commence with the passage of this resolution and to terminate at the end of three years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1. Compensation:

The Municipal Judge shall be paid monthly as may be determined by the City Council. Said Judge will not be entitled to insurance benefits or retirement benefits provided by the City of Celina, Texas to its full-time employees.

Section 2. Authority

This resolution is enacted in accordance with the laws of the State of Texas providing for the filling of the office of the Judge of the Municipal Court of the City of Celina, Texas by appointment as authorized by the Home Rule Charter of the City of Celina.

Section 3. Effective Date

This resolution shall take effect on June 13, 2023, and as the law in such cases provides, shall expire at the end of June 2023.

DULY PASSED by the City Council of the City of Celina, Texas on the 13th day of June 2023.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Attachment: Resolution Appointing Municipal Judge (Appointment of Municipal Judge)

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – PRESIDING JUDGE

The **City of Celina, Texas**, a home-rule municipality ("Celina"), and **Art Maldonado** ("Contractor") hereby enter into this Municipal Court Judicial Services Agreement ("Agreement"). Celina and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, the City Council of the City of Celina, Texas ("Celina") has established and maintains the Celina Municipal Court and appoints judges as may be necessary to serve the Court pursuant to **Chapter 6, Section 6.02** of Celina City Charter; and

WHEREAS, Contractor desires to contract with Celina to provide such judicial services as the presiding judge for the Celina Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Celina and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Celina and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Celina; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Celina's objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor's professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

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

1. Scope of Services. Contractor shall provide judicial services as the presiding judge in Celina Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, "Services"). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Celina Municipal Court;
 - (b) Presiding over Celina Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Celina Municipal Court;

- (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Celina Municipal Court;
- (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
- (e) Communicating with Celina Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Celina Municipal Court;
- (f) Establishing the times and days for the court dockets;
- (g) Performing such other functions within Celina Municipal Court normally required of a municipal court presiding judge; and
- (h) Providing Celina timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Celina Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

Contractor shall perform the Services at the dockets to which he/she may be scheduled. If Contractor is unavailable to complete these Services, it shall be the duty of Contractor to seek an alternative method of fulfilling these duties through another Celina-appointed Judge.

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Celina shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Chapter 6, Section 6.02 of the City Charter. Celina is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Celina at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Celina Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years' of experience in the practice of law in Texas should the Celina Municipal Court be converted to a municipal court of record.
3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Celina agrees to pay Contractor at the rate of **\$1,494.10** per

month of work actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Celina. Celina is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Celina alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Celina from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

No additional compensation shall be due to Contractor for any travel to or from Celina or for travel to any hearings, trials or other proceedings. Notwithstanding anything to the contrary herein, Celina shall not be required to pay Contractor if Contractor is in breach of this Agreement.

As an appointed official, Contractor agrees to perform the service required by the position of presiding judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as presiding judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Celina is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Celina Municipal Court, and Contractor agrees to fully cooperate with Celina and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Celina Municipal Court.
5. Conflicts. Celina recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Celina, in an adversarial capacity before the Celina City Council or any of its courts, agencies, boards or commissions, or in a matter that Celina determines is adverse to the interests of Celina. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships, which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Celina about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of

instruction annually in the performance of the duties of a municipal court presiding judge as required by the laws of the State of Texas and any applicable rule or statute. Celina shall pay the reasonable cost of such required training, including required books and materials upon receipt by Celina of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.

7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Celina Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Celina except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.
9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Celina City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Celina assumes no such responsibility or liability. Celina shall have no such responsibility or liability to Contractor.
11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Celina in writing.
12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Celina.

13. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Celina and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Art Maldonado
 2770 Main Street, Suite 91
 Frisco, Texas 75033
 Telephone: 214-619-2600
 Email: art@maldonadolaw.net

If to Celina, to: City of Celina
 Attn: Acting City Manager, Karla Stovall
 142 N. Ohio Street
 Celina, Texas 75009
 Telephone: 972-382-2682
 Email: kstovall@celina-tx.gov

With a copy to: Messer, Fort, McDonald
 Attn.: Julie Fort
 6371 Preston Rd
 Frisco, Texas 75034
 Telephone: (972) 668-6400
 Email: julie@txmunicipallaw.com

20. Representations. Each party states that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Celina; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Celina and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Celina and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Celina for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Celina for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues. Celina may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Celina and only to conduct business in accordance with this Agreement.
22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Celina and Contractor.
23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language

herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Celina has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Celina, including during the term of this Agreement.
26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF CELINA, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Water Tower Lighting Policy

Action Requested:

Consider and act upon a City of Celina Downtown Water Tower Lighting Policy. (Satarino)

Background Information:

In 2017, the Celina City Council voted to restore the iconic downtown water tower to stand as a beacon above the City and to serve as a tribute to Celina's historical past. As a part of the renovation, programmable LED lights were installed to illuminate the tower and to celebrate markers and moments that reflect Celina's heritage and holidays that have been celebrated across the City's history.

Since the water tower's rebirth, the City has worked to guard the integrity of the water tower's purpose - to celebrate Celina, its heritage, our national and state holidays, and very special occasions, such as a national or state tragedy, the death of a public safety servant, or to celebrate a state championship for a Celina ISD competitive team.

Supporting Documents:

Celina Downtown Water Tower Lighting Policy

Staff Recommendation:

Staff recommends approval.



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City of Celina Downtown Water Tower Lighting Policy

In 2017, the Celina City Council voted to restore the iconic Downtown Water Tower to stand as a beacon above the City and to serve as a tribute to Celina's historical past. As a part of the renovation, programmable LED lights were installed to illuminate the Tower and to celebrate markers and moments that reflect Celina's heritage and holidays that have been celebrated across the City's history.

Since the Water Tower's rebirth, the City has worked to guard the integrity of the Water Tower's purpose—to celebrate Celina, its heritage, our national and state holidays, and very special occasions, such as a national or state tragedy, the death of a public safety servant, or to celebrate a state championship for a Celina ISD competitive team.

As the community continues to grow, more and more requests are received by the City each year for lighting the Tower to acknowledge occurrences outside the scope of the original intent for the Tower. To that end, the following schedule will identify dates that the iconic Celina Downtown Water Tower may be specially illuminated (other than the normal white lights) throughout the year:

- New Year's Day (January 1)
- Birthday of Martin Luther King, Jr. (Third Monday in January)
- Washington's Birthday (Also known as Presidents Day; third Monday in February)
- Texas Independence Day (March 2)
- Easter (date varies)
- Cinco de Mayo (May 5)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

In addition to these holidays that have been historically celebrated in Celina, the Tower will be lit orange on an evening following the state championship of any Celina ISD team or organization.

Furthermore, the City may choose to illuminate the Water Tower to honor the life of a fallen public servant or for a national or state tragedy where lives were lost and/or communities were devastated.



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Dawn Berry, Purchasing Director
 CC: Andy Glasgow, Director of Engineering
 Date: June 13, 2023
 Re: Procore Renewal 2023

Action Requested:

Consider and act to renew the Agreement with EC America, Inc. for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed \$84,527.28. (Berry)

Background Information:

Staff requests authorization to renew the existing agreement with EC America for construction management software (Procore) through the following cooperative agreement.

Cooperative Agency: General Services Administration
 Cooperative Contract #: GS-35F-0511T

On April 13, 2021, Council authorized the purchase of Procore, a construction management software. The license renewal is tied to the previous year's total construction volume (project value). The number of projects has increased, which has increased this year's fees. FY22 fees were \$39,385.63 (based on twenty million), and FY23 fees will be \$84,527.28 (based on fifty-two million).

The General Services Administration does not require an executed Interlocal Agreement to utilize their contracts. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Invoice

Staff Recommendation:
Staff recommends approval.

EC America, Inc.

a subsidiary of  Immix Group

Contract: GS-35F-0511T

Remit Check Payment To:

ECAmerica, Inc.
PO Box 412190
Boston, MA 02241-2190

*** PLEASE NOTE CHANGE IN BANKING INFORMATION FROM BB&T TO BOA ***

Bill To:

City of Celina, Texas
Accounts Payable
142 N Ohio St.
accountspayable@celina-tx.gov
Celina, TX 75009

Invoice

DATE:	05/04/2023
INVOICE #	ECINV177698

Order Number	Terms	Due Date
23-00005022	NET 30	06/03/2023

Line#	Part Number	Description	Qty	Unit Price	Amount
1	PRO-1410-07	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is maximum price for ACV from \$50M - Period of Support: 04/29/2023 to 04/28/2024	1.00	\$36,540.72	\$36,540.72
2	PRO-1480-07	Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for ACV from \$50M - \$75M. Period of Support: 04/29/2023 to 04/28/2024	1.00	\$13,272.88	\$13,272.88
3	PRO-1430-07	Project Financials: provides Financial Management tools, including Direct Costs, Change Events, Commitments, Change Orders, Prime Contract, and Budget. Pricing is maximum price for ACV from \$50M - \$75M. Period of Support: 04/29/2023 to 04/28/2024	1.00	\$17,088.16	\$17,088.16
4	PRO-1660-04	Procore Analytics Single Daily: export Procore product data into a hosted SQL database and apply Analytics tools on 100+ ready made reports and dashboard to derive insights. Pricing is maximum price for ACV from \$50M - \$75M. Period of Support: 04/29/2023 to 04/28/2024	1.00	\$7,630.56	\$7,630.56
5	PRO-1600-07	Invoice Management: provides invoice management tools, including Owner and Subcontractor invoices. Pricing is maximum price for ACV from \$50M - \$75M. Period of Support: 04/29/2023 to 04/28/2024	1.00	\$9,994.96	\$9,994.96

EC America, Inc.

a subsidiary of  Immix Group

Contract: GS-35F-0511T

Remit Check Payment To:

ECAmerica, Inc.
PO Box 412190
Boston, MA 02241-2190

*** PLEASE NOTE CHANGE IN BANKING INFORMATION FROM BB&T TO BOA ***

Bill To:

City of Celina, Texas
Accounts Payable
142 N Ohio St.
accountspayable@celina-tx.gov
Celina, TX 75009

Invoice

DATE:	05/04/2023
INVOICE #	ECINV177698

Order Number	Terms	Due Date
23-00005022	NET 30	06/03/2023

Line#	Part Number	Description	Qty	Unit Price	Amount
		End User: Glasgow, Andy Phone: 972-382-2682 Email: aglasgow@celina-tx.gov			
Sales Tax					\$0.00
Total					\$84,527.28

Make Electronic Payments to NEW Banking information below from BB&T to BOA:

Make Electronic Payments to:

Bank of America
Routing No: 121000358
Account No: 1291173942
Account Name: ECAmerica, Inc.

Remit Check Payment To:

ECAmerica, Inc.
PO Box 412190
Boston, MA 02241-2190

Fed Tax ID: 52-2085893
DUNS: 01-757-3259

For Invoice Questions, Contact Collections Team
CollectionsTeam@immixgroup.com

Manufacturer: Procore Technologies,

Attachment: Procor - 7CA Revised (Procore Software Renewal)



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Amy Alexander, Director of Information Technology
Date: June 13, 2023
Re: 2023-050 IT Hardware IT06

Action Requested:

Consider and act to award bid 2023-050 to Freeit Data Solutions at the unit prices listed in an amount not to exceed \$791,754.70 (Quigley)

Background Information:

On May 25, 2023, the City received responses to bid 2023-050 for IT Hardware. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred and twenty nine vendors were notified. Two responses were received. This hardware will be used to help build out the City's Disaster Recovery Data Center.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available through a combination of bond funds and ARPA funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Bid Tabulation

Staff Recommendation:

Staff recommends approval.

Event Number 2023-050
Event Title IT Hardware
Event Type ITB
Issue Date 5/1/2023 08:01:00 AM (CT)
Close Date 5/25/2023 10:00:00 AM (CT)

Organization City of Celina eBid
Workgroup Purchasing
Email rquigley@celina-tx.gov
Phone
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Netsync	Carrollton	TX	5/15/2023 02:50:39 PM (CT)	6	\$215,161.79
Freeit Data Solutions (Freeit Data)	Austin	TX	5/23/2023 08:38:34 AM (CT)	29	\$791,754.70

This summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Ryan Quigley, Purchasing Agent
 CC: Amy Alexander, Director of Information Technology
 Date: June 13, 2023
 Re: Disaster Recovery Data Center Firewall Equipment IT06

Action Requested:

Consider and act to purchase network firewall equipment through cooperative contract with Solid Border in an amount not to exceed \$190,236.00. (Quigley)

Background Information:

Staff requests authorization to procure Palo Alto network firewall equipment for the Disaster Recovery Data Center through the following cooperative agreement.

- Cooperative Agency: DIR
- Cooperative Contract # DIR-CPO-4850

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available through Bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quote

Staff Recommendation:

Staff recommends approval.



QUOTE FOR Amy Alexander
City of Celina
142 N Ohio St
Celina TX 75009
United States
(972) 382-2682

DATE 05/03/2023
QUOTE # 6001893

CONTACT David Williams
(210) 478-9737
david@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-1410	Palo Alto Networks : Palo Alto Networks PA-1410	1	\$9,995.00	\$6,137.00	\$6,137.00
2	PAN-1RU-RACK-KIT-4POST	Palo Alto Networks : Palo Alto Networks 4-Post rack mount kit for 1U PA-1400	1	\$210.00	\$129.00	\$129.00
3	PAN-PA-1410-BND-CORESEC-3YR	Palo Alto Networks : PA-1410, Core Security Subscription Bundle (Adv Threat Prevention, Adv URL Filtering, Adv Wildfire, DNS Security and SD-WAN), 3 years term	1	\$22,260.00	\$16,249.00	\$16,249.00
4	PAN-SVC-4HR-1410-3YR	Palo Alto Networks : PA-1410, 4-Hour Premium Support, 3 years (36 months) term.	1	\$6,900.00	\$6,486.00	\$6,486.00
5	PAN-PA-3430	Palo Alto Networks : Palo Alto Networks PA-3430	1	\$55,650.00	\$27,696.00	\$27,696.00
6	PAN-PA-3430-BNDCORESEC- 3YR	Palo Alto Networks : PA-3430, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 3YR	1	\$112,690.00	\$64,154.00	\$64,154.00
7	PAN-PA-3430-GP-3YR	Palo Alto Networks : PA-3430, GlobalProtect subscription, 3 years (36 months) term.	1	\$28,700.00	\$17,010.00	\$17,010.00
8	PAN-SVC-PREM-3430-3YR	Palo Alto Networks : 4-Hour Premium support 3-year prepaid, PA-3430	1	\$36,570.00	\$34,375.00	\$34,375.00
9	SB-REMOTE-1D	Solid Border Engineer Remote Services, 1 Day (8 Hours)	15	\$2,200.00	\$1,200.00	\$18,000.00



Purchasing Contract DIR-CPO-4850

QUOTE EXPIRES 07/31/2023
TERMS Net 30, Credit Cards not accepted.
EMPLOYER ID # EIN # 33-1009121
REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States



SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD

SHIPPING
SUBTOTAL \$190,236.00
SALES TAX (%) \$0.00
TOTAL \$190,236.00



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Dawn Berry, Purchasing Director
 CC: Kim Brawner, Assistant City Manager
 Date: June 13, 2023
 Re: Oklahoma Drive (Pecan to Malone)

Action Requested:

Consider and act to authorize an agreement for engineering services for the design of Oklahoma Drive (Pecan to Malone) with Kimley Horn and Associates in an amount not to exceed \$294,900.00. (Berry)

Background Information:

The project includes the design of approximately 1,000 linear feet of Oklahoma Drive (Pecan to Malone) as a two-lane collector road that includes concrete roadway, drainage, sidewalk parking, signage, pavement markings, and landscape and irrigation. Oklahoma Drive from Ash to Malone was designated as the Regional Connector for the Entertainment District in the Entertainment District Master Plan. The design will be in phases with the first phase being from Pecan to Malone.

The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Work Authorization

Staff Recommendation:

Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 KH	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Kimley Horn and Associates** (**Engineer or Consultant**); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Oklahoma Drive (Pecan St to Malone St)		
Task Order #	2023-0016	Task Order Date:	June 14, 2023
Engineer:	Kimley Horn and Associates		
Purchase Order#:		Project #:	R63
Engineer Representative	Nathan Ante	Owner Representative:	Catherine Oduro

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th of each month.
Invoice Instructions:	Email to: accountspayable@celina-tx.gov & aglasgow@celnia-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

- Work Site:** Consultant Offices unless otherwise stated.
- Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
- Drawings/Plans** _____ are _____ are not attached.
- Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
- Other:** Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.

CONSULTANT PROVIDED INFORMATION:

- Scope of Work:** Attach as Exhibit A
- Compensation:** Attach as Exhibit B
- Timeline / Schedule:** Attach as Exhibit C
- Deliverables:** Attach as Exhibit D

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

Execution of this Work Authorization by Owner and Consultant makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

CITY OF CELINA**ENGINEER**

Signature

Printed Name & Title

Date



Signature

L. Nathan Ante
Printed Name & Title

5/23/2023
Date

EXHIBIT "A"

SERVICES TO BE PROVIDED BY KIMLEY-HORN

I. PROJECT DESCRIPTION

This Project includes the design of approximately 1,000 linear feet of Oklahoma Drive (2-lane downtown collector) from Pecan Street to Malone Street to generally match City of Celina Downtown Street Design Manual. The design of these improvements includes roadway, drainage, sidewalk (both sides), parallel parking (both sides), signing, pavement markings, landscape and irrigation in the parkway, street lighting, traffic control, minor adjustment to existing City utilities, and erosion control. Intersection improvements at Pecan Street, Beech Street, and Malone Street are not included as a part of this scope of service, and it is assumed that proposed improvements will tie into existing conditions or proposed improvements by others.

In addition to design services, the Project includes survey, Geotechnical investigation, franchise utility coordination, public involvement, bid phase services, Subsurface Utility Engineering (if needed), preparation of Right-of-Way and Easement instruments of conveyance, construction phases services, and the preparation of record documents.

II. TASK SUMMARY, BASIC SERVICES

A. Survey

- a. Data Collection and Property Research
 - i. Gather existing right-of-way, easement, plat, and property information along Oklahoma Drive from Pecan Street to Malone Street. Undocumented easements may not be identified. Title research may be performed as an *Additional Service* only upon written City authorization.
 - ii. City to provide record drawing information for City infrastructure and development record plans along Oklahoma Drive within project limits.
 - iii. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - iv. Arrange and make provisions for access to perform the services specified within this scope.
- b. Right of Entry – Prior to initiating field surveying operations on private property, the Consultant shall assist the City in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The Consultant shall provide the City with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the Consultant to set iron pins and control monuments for future right-of-way and/or easements to be acquired by the City if necessary, at a later date.
- c. Perform Topographic Survey, locating surface features including trees greater than 6-inches in diameter and existing building fronts and thresholds as applicable along alignment.
 - i. Survey width shall be along Oklahoma Drive from Pecan Street to Malone Street, 100-feet wide, 50-feet each side of centerline, at 50-foot intervals.
 - ii. Perform field survey ground control.
 - iii. Interpret surface geophysics and mark indications of utilities with paint or pin flags on ground surface for subsequent depiction on deliverable utility map.
 - iv. Survey existing utility designating marks and above ground utility appurtenances according to the project control and record data for subsequent depiction on plan deliverables.

- d. Review topographic survey, available records from the City, TxDOT, and information gathered from the franchise utilities.
- e. Compile above information into a base file to be used for design.
- f. Base file will be in AutoCAD Civil 3D.
- g. Provide base files to other consultants, engineers, and contractors who may be performing work for the City or adjacent to the Project, only upon City request.
- h. Prepare easement map plan sheets at 1"=50' scale (11"x17") for the plan set.
- i. Update the easement plan sheets to include the finalized/reconciled easements after completion of negotiations and acquisition, if applicable.

B. Preliminary Design (60%)

- a. Project Management and Administration.
 - i. Develop project production plan and schedule.
 - ii. Prepare for and attend meetings.
 - iii. Project site visits.
 - iv. Data Collection
 - v. Coordination with City.
 - vi. Coordination with subconsultants.
 - vii. Coordination with consultants and engineers adjacent to the proposed project, upon City request.
 - viii. Coordination with TxDOT.
 - ix. Prepare meeting agendas, summaries, and progress reports.
 - x. Project correspondence and invoicing.
 - xi. Quality control and internal plan reviews.
- b. General Plans
 - i. Prepare general plans sheets necessary including cover, general notes, sheet index, control sheet, project layout, removal sheets, and applicable City and TxDOT standard details.
- c. Roadway Plan and Profile Layout and Typical Sections.
 - i. Includes design of horizontal/vertical alignment and typical sections.
 - ii. Identify significant design constraints.
 - iii. Establish and document design criteria.
 - iv. Establish project centerline/baseline.
 - v. Establish roadway curb lines and establish proposed lane widths.
 - vi. Establish sidewalk widths and locations.
 - vii. Determine profile of the roadway.
 - viii. Determine easement and potential ROW requirements.
 - ix. Prepare preliminary plan and profile designs on 22"x34" sheets at 1"=20' horizontal and 1"=4" vertical.
 - x. Update existing and proposed ground surfaces and cross-sections to evaluate earthwork quantities and identify potential conflicts.
- b. Drainage Analysis
 - i. Compile the hydrological and hydraulic data from City records and previous studies.
 - ii. Develop the drainage area maps for Oklahoma Drive improvements (determine conveyance path and runoff coefficients to calculate design flow, subdivide the drainage areas into sub-areas.)
 - iii. Identify the drainage facilities required to accommodate the proposed improvements.
 - iv. Prepare drainage design to accommodate the proposed improvements. The design of any offsite drainage improvements to accommodate the proposed improvements, if necessary, will be considered Additional Services.
 - v. Prepare preliminary drainage designs on 22"x34" sheets at 1"=20' horizontal and 1"=4" vertical.

- c. Utilities
 - i. No water or wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.
- d. Traffic
 - i. Prepare pavement marking and signing layouts on 22"x34" sheets at 1"=20'.
 - ii. Develop temporary traffic control narrative and notes.
 - a. Traffic control and detour plans to be prepared by the Contractor.
- e. Landscape and Irrigation
 - i. Coordinate with City on proposed parkway landscaping and irrigation to meet City standards.
 - ii. Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - iii. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
 - iv. Irrigation plans to be provided in Final Design upon City approval of Preliminary landscape design.
- f. Illumination
 - i. Locate proposed street lights along the corridor.
- g. Preliminary design submittal (60%) to include:
 - i. Submit up to two (2) half size (11"x17") plans and electronic file (PDF) to the City.
 - ii. Submittal shall include the following:
 - a. Preliminary Design Plans (11"x17").
 - b. Preliminary opinion of probable construction cost.

C. Final Design (90%, 100%)

- a. Project Management and Administration.
 - i. Prepare for and attend meetings.
 - ii. Project site visits.
 - iii. Coordination with City.
 - iv. Coordination with subconsultants.
 - v. Coordination with consultants and engineers adjacent to the proposed project, upon City request.
 - vi. Coordination with TxDOT.
 - vii. Prepare meeting agendas, summaries, and progress reports.
 - viii. Project correspondence and invoicing.
 - ix. Quality control and internal plan reviews.
- a. General Plans
 - i. Finalize general plans sheets necessary including cover, general notes, sheet index, control sheet, project layout and applicable City and TxDOT standard details.
- b. Roadway
 - i. Finalize paving plan and profile design and sheets.
 - ii. Develop design cross-sections.
 - a. Develop on 50-foot intervals.
 - b. Show pavement, subgrade, cross-slopes, curbs, right-of-way limits, easements, side slopes, sidewalk, and retaining walls (if needed).
 - iii. Analyze all driveways within the project and develop driveway profiles as needed. Typical driveways will be defined vertically by spot elevations.
 - iv. Prepare cross-section plan sheets at 1"=20' horizontal and 1"=10' vertical scales. Cross-sections will be provided in the bid documents.
 - v. Barrier free ramps at intersections will be included.
 - vi. Prepare roadway details to clarify intent of design.
 - vii. Compile applicable City standard details. Modify standard details as needed.

- c. Drainage
 - i. Finalize drainage plan and profile design and sheets.
 - ii. Prepare profiles for the proposed storm drain laterals.
 - iii. Provide plans and details for outfall protection.
 - iv. Prepare drainage details to clarify intent of design. Create details for connections to existing system (where applicable).
 - v. Compile applicable City standard details. Modify standard details as needed.
- d. Utilities
 - i. No water or wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans
- e. Traffic
 - ii. Pavement Marking and Signing Plans.
 - c. Finalize pavement marking and signing design and sheets.
 - d. Prepare details to clarify intent of design.
 - e. Compile applicable TxDOT and City standard details.
 - iii. Traffic Control Plans.
 - a. Finalize traffic control narrative. Traffic control and detour plans to be prepared by the Contractor.
 - b. Compile applicable TxDOT and City standard details.
- f. Landscape and Irrigation
 - i. Finalize landscape design upon City approval of preliminary landscape plans. Final plans will be in accordance with City requirements.
 - ii. Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - iii. Prepare final irrigation plans per City standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, and controller / valve locations.
 - iv. Compile applicable City standard planting and irrigation details and specifications.
- g. Illumination
 - i. Upon City approval of street light locations, design street light system using City standard light poles and specifications.
 - ii. Provide street light layout, pull box locations, electrical plans, and applicable notes and details.
 - iii. Provide supporting calculations.
 - iv. Prepare the following plan sheets:
 - c. Lighting Plan (1"=40' scale, 22"x34").
 - d. Lighting Luminaire and Conduit Data.
 - e. Lighting Electrical Data and Notes.
 - v. Compile applicable TxDOT and City standard details.
 - vi. Compile applicable Technical Specifications.
- h. Erosion Control.
 - i. Prepare erosion control plan sheets at 1"=40' scale (22"x34").
 - ii. Erosion control sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
 - iii. Compile applicable TxDOT standards.
- i. It is anticipated that the City will compile the project manual. Consultant to provide the following:
 - i. Pay item listing
 - ii. Quantities
- j. Finalize quantity summaries (pay item listings) and update the overall opinion of probable construction cost.
- k. Final Design (90%) submittal to include:
 - i. Incorporate the Preliminary Design (60%) design review comments.
 - ii. Submit two (2) half size (11"x17") plans and PDF electronic file of the plans to the City.
 - iii. Submittal shall include the following:

- a. 90% Design Plans (11"x17").
 - b. 90% Pay item listing.
 - c. 90% opinion of probable construction cost.
- I. Final Design (100%) submittal to include:
 - i. Incorporate the Preliminary Design (90%) design review comments.
 - ii. It is anticipated the following sheets will be included in the construction plans:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes
 - d. Project Control
 - e. Typical Sections
 - f. Removal Plan
 - g. Paving Plan and Profile
 - h. Pavement Marking and Signing Plan
 - i. Drainage Area Map (Existing and Proposed)
 - j. Drainage Calculations
 - k. Storm Drain Plan and Profile
 - l. Landscape and Irrigation Plan
 - m. Illumination Plan
 - n. Traffic Control Narrative
 - o. Erosion Control Plan
 - p. Cross Sections
 - q. Standard Details
 - r. TxDOT Details (where applicable)
 - iii. Submit two (2) half size (11"x17") plans and PDF electronic file of the plans to the City.
 - iv. Submittal shall include the following:
 - a. Final Design Plans (11"x17").
 - b. Final Pay item listing.
 - c. Final opinion of probable construction cost.
 - v. Submit Final Design plans to a TDLR reviewer in accordance with Article 3, Section 3.1.4 of the Agreement. City may select the third-party reviewer for TDLR compliance review. Consultant will review accessibility comments and make appropriate revisions to the plans.

D. Record Documents

- a. Consultant shall prepare construction Record Documents based on the information received from Contractor in accordance with the Agreement.

III. TASK SUMMARY, SPECIAL SERVICES

A. Geotechnical Investigation

- a. Subsurface Exploration.
 - i. Along the roadway alignment, drill and extrude three (3) sample borings to depths of 10 feet below existing grade using truck mounted equipment.
 - ii. Additional depths or borings, if necessary, will be provide as Additional Services only upon written City authorization.
 - a. Check samples for consistency with a hand penetrometer.
 - b. Stake the boring locations using normal taping procedures (location and elevation to be surveyed).
 - c. Backfill bore holes and plug at the surface.
 - d. Provide continuous sampling (with field strength testing).
 - e. Rock if encountered, will be evaluated for hardness by TxDOT cone penetrating field testing.

- b. Laboratory Services
 - i. Testing.
 - a. Moisture contents to determine profile of moisture variations.
 - b. Atterberg limits and sieve analysis for classification of soils.
 - c. Unconfined compression tests to evaluate soil strengths.
 - d. Swell test to determine swell potential and subgrade treatment requirements (Swell Test Method).
 - e. Lime Stabilization Series to determine percent lime and/or cement required for subgrade stabilization.
 - f. Sulfate test.
 - g. Standard proctor.
 - h. Resilient modulus.
 - i. Unit weight determinations.
- c. Engineering Analysis
 - i. Prepare an engineering report presenting the following:
 - a. Sample boring location map.
 - b. General soil and ground-water conditions.
 - c. Examine samples for visible evidence of sulfates and discuss in the reports.
 - d. Recommendations for appropriate subgrade treatment, stabilization type, and concentration.
 - e. Recommend pavement section.
 - f. Earthwork recommendations, including compaction criteria for any given fill placed
 - ii. The geotechnical engineer's design recommendations shall be relied upon by the Consultant for pavement and bridge design.
 - iii. Submit one (1) copy & .pdf of the report to the City.

B. Public Involvement

- a. Attend up to four (4) public meetings during the design phase of the project to communicate project details to citizens, council members, or other interested parties.
 - i. City shall provide meeting location and notices.
- b. Upon City authorization, prepare up to one (1) plan view rendered exhibit of the proposed Oklahoma Drive improvements for each meeting. Exhibits to include:
 - i. Typical section showing lane widths, number of lanes to be built with this Project, storm drain, street lighting conduit and foundations.
 - ii. Conceptual roll plot (1"=100') to include the following:
 - a. Control data.
 - b. Existing right-of-way, easements, and property boundaries.
 - c. Existing topography.
 - d. Existing pavement.
 - e. Existing trees line within limits of improvements.
 - f. Existing storm drain/culvert locations.
 - g. Existing water line locations.
 - h. Existing sanitary sewer line locations.
 - i. Existing franchise utility locations (relying upon information provided by franchise utilities and SUE).
 - j. Proposed roadway centerline alignment and horizontal curve data.
 - k. Proposed intersection improvements.
 - l. Proposed face of curb.
 - m. Proposed and future medians, islands, and turn lanes.
 - n. Proposed sidewalks.
 - o. Proposed drainage layouts.
 - p. Proposed pavement markings.
 - q. Proposed street lighting foundations.

- r. Proposed limits of construction/embankment.
- s. Proposed easement and potential ROW requirements.
- t. Existing ground at centerline and right-of-way (left and right).
- u. Proposed ground at top of curb.

C. Franchise Utility Coordination

The budgeted fee for this Task is based upon approximately 40 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

- a. Coordinate with franchise utility companies.
- b. Attend group and/or individual franchise utility meetings.
- c. Provide design data to franchise utility companies.
- d. Identify potential franchise utility conflicts and possible relocation requirements.
- e. Notify the City if any relocations may be required.

D. Bid Phase Services

- a. Bid Documents submittal to include:
 - i. Prepare plan set for electronic bidding (.pdf) and submit to City.
 - ii. Furnishing hardcopies of review documents and/or bid documents will be considered as Additional Services.
- b. Prepare for and conduct a pre-bid meeting with prospective bidders, if needed.
- c. Issue addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- d. Prepare a letter addressing the award of the construction contract.
- e. Provide a schedule of submittals (shop drawings, etc.) required of the contractor.
- f. Conformed Document submittal:
 - i. Update the Bid Documents (plans) to incorporate bid addenda items
 - ii. Print up to four (4) half size sets (11"x17") plans for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.

E. Subsurface Utility Engineering (SUE) Quality Level "B" and "A"

This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

- a. After survey is complete and during Preliminary Design, identify possible conflict locations to perform SUE.
- b. Upon City authorization, perform SUE Quality Level "B" using geophysical prospecting equipment to identify City and franchised utilities at critical locations identified during design and/or construction, up to two (2) days of field investigation which will then be field surveyed.
- c. Upon City authorization, perform SUE Quality Level "A" using non-destructive vacuum excavation equipment to expose City and franchised utilities at critical locations, identified during design or construction, up to four (4) test hole locations which will then be field surveyed.
- d. Evaluate the SUE results and provide a summary of potential utility conflicts to the City.
- e. Provide the SUE results to the affected franchisees for their use in relocation efforts.

F. Right-of-Way and Easement of Conveyance

- a. Upon City authorization, prepare up to two (2) ROW instruments (narrative and graphic exhibits of ROW required for the Project). Additional instruments will not be prepared without written authorization by the City.

- b. Upon City authorization, prepare up to twelve (12) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement). Additional instruments will not be prepared without written authorization by the City.
- c. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - i. Parcel number.
 - ii. Area required.
 - iii. Area remaining.
 - iv. Legal description.
 - v. Current owner.
 - vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
 - viii. Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.
- d. Upon notification by the City of acceptance of the right-of-way limits (to be determined during the Preliminary Design), exhibits, and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final, sealed documents, including the location of the control points and their NAD-83 reference.

G. Construction Phase Services

The Scope of Services listed below may or may not be performed as part of our construction phase services. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 90 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

- a. Site Visits upon request.
- b. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site.
- c. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- d. *Clarifications and Interpretations*. Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- e. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- f. *Limitation of Responsibilities*. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- a. Construction Staking.
- b. Environmental Services beyond those identified in the Scope of Services.
- c. Title Research.
- d. Design of water and/or wastewater improvements.
- e. Traffic Simulations and/or Traffic Studies.
- f. Franchise Utility Design.
- g. Structural design (bridges, specialized drainage structures, etc.).
- h. Traffic Control Plan Design.
- i. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
- j. Traffic Signal Design.
- k. Structural design of non-standard retaining walls.

- End of Scope of Services

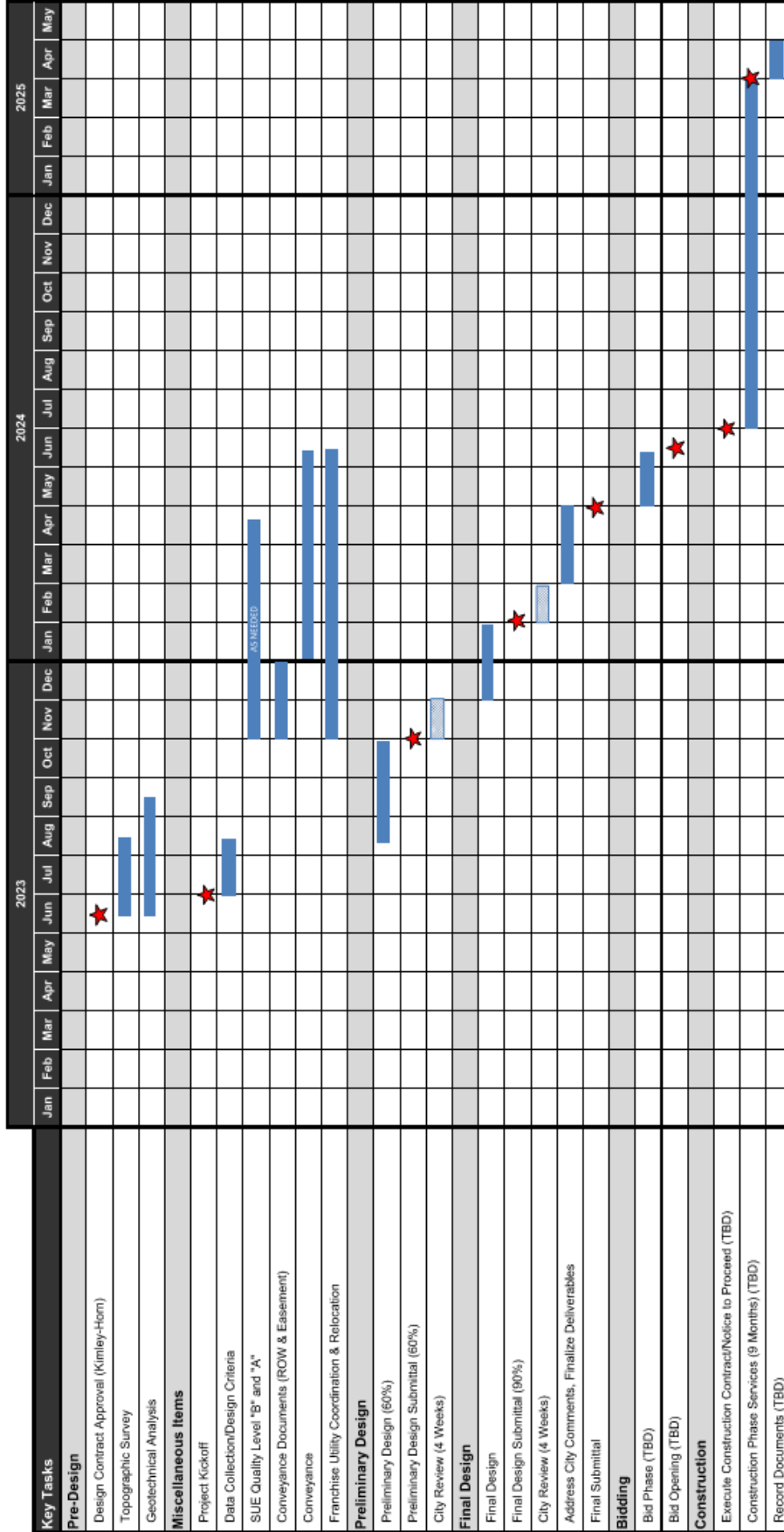
EXHIBIT "B"
COMPENSATION

II.	Basic Services (Lump Sum)	
A.	Survey	\$25,000
B.	Preliminary Design (60%)	\$89,000
C.	Final Design (90%, 100%)	\$69,000
D.	Record Documents	<u>\$7,500</u>
	Basic Services Total (Lump Sum)	\$190,500
III.	Special Services (Cost Plus Not to Exceed)	
A.	Geotechnical Investigation	\$13,000
B.	Public Involvement	\$15,600
C.	Franchise Utility Coordination	\$10,500
D.	Bid Phase Services	\$10,500
E.	Subsurface Utility Engineering (SUE)	
	Quality Level "B" and "A"	\$9,800
F.	Right-of-Way and Easement Conveyance	\$23,000
G.	Construction Phase Services	<u>\$22,000</u>
	Special Services Total (Cost Plus, Not to Exceed)	\$104,400
	Project Budget, Grand Total (Not to Exceed)	\$294,900

EXHIBIT "C"
TIME / SCHDEULE



OKLAHOMA DRIVE
(PECAN STREET TO MALONE STREET)
Draft Schedule (May 23, 2023)



Key Milestones/Submittals

**EXHIBIT “D”
DELIVERABLES**

See EXHIBIT “A”.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Dawn Berry, Purchasing Director
 CC: Andy Glasgow, Director of Engineering
 Date: June 13, 2023
 Re: Bid 2023-047 Multiway Stop DNT & Punk Carter, R55

Action Requested:

Consider and act to award bid 2023-047 for the construction and installation of a multi-way stop at the Dallas North Tollway and Punk Carter Parkway to CI Pavement at the unit prices listed in the amount of \$90,000.00 plus ten percent contingency in the amount of \$9,000.00 for a total amount not to exceed \$99,000.00. (Berry)

Background Information:

On May 12, 2023, the City received responses to bid 2023-047 for the construction/installation of a multi-way stop at the intersections of Dallas Parkway and Punk Carter Parkway. The project includes the installation of a multi-way stop. Prior to the solicitation, the City conducted multi-way stop analysis for this intersection to determine if stop control was warranted. The study confirmed a need for traffic control and recommends a multi-way stop be installed as a temporary measure until traffic signal control can be implemented.

The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which four hundred twenty-six vendors were notified. One no-bid and three responses were received.

An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittal and verified references.

The contract period is for 30 days.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available from bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Contracts have been previously reviewed and approved.

Supporting Documents:

Tab Sheet
Agreement

Staff Recommendation:
Staff recommends approval.

Bid Tabulation

2023-047

Multiway Stop Dallas Pkwy and Punk Carter Pkwy

Line	Description	UOM	QTY	CI Pavement		Odum Services, LLC		Traffic Highway Maintenance, LLC	
				Unit	Extended	Unit	Extended	Unit	Extended
1	BARRICADES, SIGNS, AND T	MO	1	\$26,960.25	\$26,960.25	\$5,000.00	\$5,000.00	\$9,250.00	\$9,250.00
2	IN SM RD SN SUP & AM TY10	EA	6	\$731.49	\$4,388.94	\$1,200.00	\$7,200.00	\$1,720.00	\$10,320.00
3	IN SM RD SN SUP & AM TY10	EA	11	\$731.49	\$8,046.39	\$1,200.00	\$13,200.00	\$1,612.00	\$17,732.00
4	IN SM RD SN SUP & AM TYS	EA	4	\$731.50	\$2,926.00	\$5,750.00	\$23,000.00	\$1,688.00	\$6,752.00
5	RELOCATED SM RD SN SUP	EA	4	\$124.13	\$496.52	\$800.00	\$3,200.00	\$497.00	\$1,988.00
6	REMOVE SM SN SUP&AM	EA	15	\$124.12	\$1,861.80	\$200.00	\$3,000.00	\$347.00	\$5,205.00
7	REFL PAV MRK TY I (W) 24"	LF	186	\$6.05	\$1,125.30	\$60.00	\$11,160.00	\$54.00	\$10,044.00
8	PAVEMENT SEALER 24"	LF	186	\$6.05	\$1,125.30	\$12.00	\$2,232.00	\$34.77	\$6,467.22
9	ELIM EXT PAV MRK & MRKS	LF	122	\$6.10	\$744.20	\$12.00	\$1,464.00	\$26.35	\$3,214.70
10	PAV SURF PREP FOR MRK (	LF	186	\$6.05	\$1,125.30	\$12.00	\$2,232.00	\$14.79	\$2,750.94
11	Solar Powered LED Roadside	EA	8	\$5,150.00	\$41,200.00	\$3,000.00	\$24,000.00	\$7,998.00	\$63,984.00
Total					\$90,000.00		\$95,688.00		\$137,707.86

Attachment: Bid Tabulation by Line (Bid 2023-047 Multiway Stop DNT & Punk Carter, R55)

SECTION 00410
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **CI Pavement** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Multi-Way Stop
BID 2023-047
PROJECT R55

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project includes installation of all-way stops at Dallas Parkway and Punk Carter Parkway.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by:

Lee Engineering

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **15** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **30** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

Attachment: Agreement - Multiway Stop (Bid 2023-047 Multiway Stop DNT & Punk Carter, R55)

complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: \$90,000.00

Script: Ninety thousand dollars and no cents

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following in their entirety:
 1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. Maintenance Bond;
 5. General Conditions;
 6. Supplementary Conditions;
 7. Specification as listed in the table of contents of the Project Manual;
 8. Drawings;
 9. All Addenda;
 10. Exhibits to this Agreement:
 - a. CONTRACTOR’S Bid Response;
 - b. CONTRACTOR’S Insurance
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **June 13, 2023**.

CITY OF CELINA, TEXAS

CONTRACTOR.

Printed Name & Title

Printed Name & Title

Date: _____

Date: _____

Address for giving notices:

Address for giving notices:

City of Celina
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov

EJCDC® C-410, Bid Form for Construction Contract.

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Attachment: Agreement - Multiway Stop (Bid 2023-047 Multiway Stop DNT & Punk Carter, R55)



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Dawn Berry, Purchasing Director
 CC: Andy Glasgow, Director of Engineering
 Date: June 13, 2023
 Re: Doe Branch Sewer Design

Action Requested:

Consider and act to authorize an Engineering Services Agreement for engineering services for the design of Doe Branch Sewer with Westwood Professional Services in an amount not to exceed \$805,055.00. (Berry)

Background Information:

The 2020 Wastewater master plan study identified the need for the construction of a second line to parallel the existing Doe Branch interceptor by 2025 using projected flows. The City recently contracted Garver USA to re-assess the system utilizing current flows. From re-assessment it was identified an urgent need for a parallel line to the existing Doe Branch Wastewater Interceptor from Good Hope Road to Legacy Drive and another segment around John Campbell Trail. The project consists of the design of approximately 1,510 linear feet of 36" pipe, 3,530 linear feet of 42" pipe and 13,840 linear feet of 48" pipe. The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Agreement

Staff Recommendation:

Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 PK/Westwood	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Westwood Professional Services, Inc.** (**Engineer or Consultant**); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Doe Branch Sewer		
Task Order #	42	Task Order Date:	05-26-2023
Engineer:	Westwood Professional Services		
Purchase Order#:		Project #:	
Engineer Representative		Owner Representative:	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th of each month.
Invoice Instructions: Electronic Submission is preferred.	Email to: accountspayable@celina-tx.gov & aglasgow@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

- Work Site:** Consultant Offices unless otherwise stated.
- Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
- Drawings/Plans_____are_____are not attached.**
- Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
- Other:** Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.

CONSULTANT PROVIDED INFORMATION:

- Scope of Work: **Attach as Exhibit A**
- Compensation: **Attach as Exhibit B**
- Timeline / Schedule: **Attach as Exhibit C**
- Deliverables: **Attach as Exhibit D**

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

Execution of this Work Authorization by Owner and Consultant makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

CITY OF CELINA

ENGINEER

Signature

Signature

Printed Name & Title

Christopher M. Jones, P.E., Director, Public Infrastructure
Printed Name & Title

Date

May 26, 2023
Date

Attachment: 2023-05-26_City of Celina Work Authorization No. 42 (Revised) (Doe Branch Sewer Design)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Westwood Professional Services, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

DOE BRANCH SEWER (CELINA, TEXAS)

PROJECT DESCRIPTION:

The project consists of the design of approximately 1,510 LF 36", 3,530 LF of 42" and 13,840 LF 48" gravity sewer associated interconnects (Project). The extents of the project are as shown in Exhibit 'D' and will parallel the existing Doe Branch Sewer from Legacy Drive to Parvin Road.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

3. Permit Coordination:

CONSULTANT will provide coordination with TCEQ, Upper Trinity, or other required agency for Permitting of the proposed infrastructure construction. Included in this item are:

- Coordination of submittal of Application for Permit.
- Research and provide appropriate design specifications.
- Coordination for final plan approval.
- Up to two (2) coordination meetings, if required.
- Application and Permitting fees and special insurance premiums are not included.

4. Constructability Review:

- Prior to the 60 percent review meeting with the OWNER, CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. CONSULTANT shall summarize the OWNER'S comments from the field visit and submit this information to the OWNER in writing.

5. Utility Clearance:

- CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for CONSULTANT to:

- Study the project.
- Identify and develop alternatives.
- Present (through the defined deliverables) these alternatives to the OWNER.
- Recommend the alternatives that successfully address the design problem.
- Obtain the OWNER'S endorsement of the selected concept.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection:
 - In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
 - CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
2. The Conceptual Design Package shall include the following:
 - Documentation of key design decisions.
 - Conceptual opinion of probable construction cost.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Wastewater plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Tree Protection and Mitigation Plans
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER'S project manager.
2. Assemble OWNER'S standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit a PDF of 90% plans, construction contract documents and opinion of probable construction costs for OWNER review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit one (1) sealed (100%) set of final plans and construction documents.

E. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
 - CONSULTANT shall prepare and submit to OWNER a draft Bid Advertisement for publishing by the OWNER.
2. Bid Document Distribution:
 - The OWNER will advertise the project for bid electronically and distribution of the plans and specifications will be done electronically.
3. Bidder Assistance:
 - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
 - Attend the virtual prebid conference in support of the OWNER, if necessary.
4. Bid Analysis and Recommendation of Award:
 - CONSULTANT will tabulate and review all bids received for the construction project, assist the OWNER in evaluating bids, and recommend award of the contract.
 - CONSULTANT will assist the OWNER in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.

5/26/2023
P0044494.00

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

- CONSULTANT shall make a recommendation of award to the OWNER.

5. Conformed Construction Documents:

- Upon award of a contract by the OWNER, CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project, if necessary.

F. Construction Administration

1. Preconstruction Conference:

- CONSULTANT shall attend the preconstruction conference.

2. Site Visits:

- CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress.

3. Shop Drawing and Lab Report Review:

- CONSULTANT shall review shop drawings submitted by the contractor for compliance with design concepts. CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.

4. Instructions to Contractor:

- The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.

5. Final Inspection:

- The Engineer shall attend final inspection of the Project with representatives of the OWNER and the construction contractor.

6. Record Drawings:

- Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images and CAD files.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
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G. Field Survey

CONSULTANT will perform an on the ground survey with a 75' wide corridor adjacent to the existing wastewater line of the project under the direct supervision of a Registered Professional Land Surveyor. The survey will be prepared in order to obtain information required by CONSULTANT in the preparation of the civil engineering plans associated with the design of the wastewater pipeline. CONSULTANT will not perform an abstract of title on the tracts but instead will rely on current Deeds and Plats of Record to determine the location of the existing property lines. A separate Right of Way survey document will not be prepared.

Included in this item:

- Location of permanent improvements on, and immediately adjacent to, the project.
- Spot elevations on a 50-foot grid.
- Contours on one foot intervals.
- Top of curb and gutter elevations for paving on, and adjacent to, the site.
- Locations, common name and trunk diameter of trees over 6-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- CONSULTANT will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

Not included in this item:

- Species name of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Subsurface utility engineering services.
- Location of irrigation control valves.
- Horizontal control sheets.

H. Right-of-Way & Easement Documents:

1. CONSULTANT shall prepare the right-of-way and easement exhibits necessary for the selected alternative.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

I. Geotechnical Investigation

1. Through a qualified subcontractor, CONSULTANT shall:
 - Perform soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
 - Field and laboratory analysis will be made at reasonable intervals along the project alignment.
 - Recommendations regarding design of trench safety and below ground structure, and suitability of pipe materials and construction technologies will be prepared based on the results.
 - The testing shall include one (1) 35' boring, two (2) 30' borings, six (6) 25' borings, and three (3) 20' borings and the testing shall include tests for moisture content, Atterberg limits, fines passing No. 200 sieve and unconfined compression.

J. Waters of the United States Delineation

1. Through the use of a qualified subconsultant, CONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, this portion of the project, including both the force main route and the lift station site. A wetland ecologist will delineate the jurisdictional limits of the streams and any on-channel ponds based on 33 Code of Federal Regulations (CFR) 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) unit that is capable of sub-meter accuracy. After the delineation is completed, these waters of the United States will be digitized for use in planning, impact calculation, and illustration purposes. This delineation will be used in the engineering plans to avoid and minimize impacts to waters of the United States. A brief letter report will be prepared that will summarize a description of each water feature, whether it meets a definition of a water of the United States, associated plant community, hydrology type, and general functional quality.

The letter report will include:

- Map of the location of all water features on the entire site.
- Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands).
- Representative photographs of upland and jurisdictional sites.
- Descriptions of the site and each jurisdictional area (i.e., soils, plant communities, historic land use, stream characteristics, and ultimately, the quality).
- An estimate of the quantitative and qualitative summary of all water features as they relate to potential permitting requirements.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

K. Section 404/Nationwide Permit Assessment

1. After the delineation is completed, this delineation will be used to evaluate the proposed project area to determine compliance with Section 404 of the CWA, specifically the NWP program. The proposed project will be evaluated to determine what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next, the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit will be documented. Finally, how the proposed project complies with each of these conditions will be documented. The delineation, impact assessment, permit conditions, and compliance will be summarized in a brief letter report.

L. Phase I Intensive Cultural Resources Pedestrian Survey

1. Since the project is being sponsored/constructed by the City of Celina, a review of this property is required to comply with the ACT and a Texas Antiquities Permit must be acquired prior to any development. Also, since the project will require permitting (at very least a non-reporting Nationwide Permit 12 will be applicable) from the U.S. Army Corps of Engineers (USACE), portions of the project under USACE jurisdiction must also comply with Section 106 of the NHPA. As the project will cause ground disturbance, there may or may not be impacts to cultural resources or historical properties. Therefore, a review of the Area of Potential Effect (APE) is necessary to assess the potential to impact cultural resources. A survey should be conducted to ensure that there are no cultural resources in the vicinity of the proposed project corridor to document compliance with the state and Federal requirements. Once a notice-to-proceed (NTP) has been acquired, we will immediately start the application process to obtain a Texas Antiquities Permit. Once the permit has all the necessary signatures, the permit will be submitted to the THC for approval. Concurrently, coordination with the City will begin to streamline fieldwork once the permit has been received. Upon issuance of the permit, fieldwork will begin.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

Prior to conducting field work, a cultural resources desktop review/archival research of the proposed project corridor will be performed that will include performing preliminary research into previously recorded archeological sites, previously conducted cultural resources surveys in or adjacent to the project corridor, historical and modern aerial photography to identify any potential architectural cultural resources, and other data sources to determine the potential for encountering significant cultural resources within the project corridor. This review will be used to identify any high potential areas and direct field efforts. A Phase I intensive cultural resources (archeological and architectural) survey of the proposed APE will be performed. Services to be provided will include:

- Obtaining a Texas Antiquities Permit.
- Completing a full intensive pedestrian survey to document archeological sites or features, historic buildings, bridges, or other structures older than 50 years of age within the project corridor.
- Make preliminary determinations of eligibility for inclusion in the NRHP or as a State Antiquities Landmark (SAL) for any documented cultural resource encountered.
- Analyzing any artifacts recorded and/or collected (if applicable).
- Completing and submitting State of Texas Archeological Site Data Forms or Update Forms for any new or previously recorded sites for all archeological sites encountered during the pedestrian survey (if applicable).
- Drafting a technical report that documents the cultural resource background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations.
- Conducting all necessary coordination with the THC to obtain cultural resources clearance for the project.

M. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

SPECIAL SERVICES:

A. Subsurface Utility Engineering

Consultant will provide Subsurface Utility Engineering (S.U.E.) Services through the use of a qualified sub-consultant. The S.U.E. will be performed to ASCE standard guidelines (ASCE 38-02) and shall include four (4) days of QL "B" S.U.E. services. QL "D" and "C" are included in topographic survey services and QL "A" is not anticipated for this project. The deliverables for this project will be electronic files only in AutoCAD format. All Right-of-Entry Coordination is to be provided by Owner. Non-Routing Traffic Control Measures are not included in the scope of services. As described in the publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records.
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

B. Nationwide Permit 14 PCN and Coordination

1. In the event that the unavoidable impacts to waters of the United States exceeds one of the following pre-construction notification thresholds, this task is being provided:
 - Greater than 0.1 acre of loss of waters of the United States;
 - Impacts to a special aquatic site, such as a wetland;
 - There is a cultural resources site in the vicinity of the project; and/or
 - There will be impacts to protected species listed on the Endangered Species Act.

If one or more of these PCN triggering events occurs it would be required to submit a PCN to the USACE under General Condition 32 of the NWP program. CONSULTANT, through the use of a qualified subconsultant, will provide professional services to (1) prepare and submit a NWP 14 PCN for the proposed project, and (2) provide coordination with the USACE Fort Worth District.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
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Services

Although this project may only have minor impacts (i.e., those that are allowed under the NWP program), the NWP PCN must detail the planning process, the components of the project, impacts to waters of the United States as a result of the proposed project, and compensatory mitigation for those unavoidable impacts. The cornerstone of the NWP PCN would be to detail the ecological features of the waters of the United States present on the site and how these ecological features relate to the functional condition of the waters. These ecological functions and values would be detailed based on the current condition of the site. Once these baseline conditions are accepted by the USACE, these will be the functions and values that will be mitigated for. All permit applications to the USACE require mitigation for unavoidable impacts to waters of the United States. To reduce the losses associated with in-stream impacts, the Fort Worth District recently published their guidance for Stream Mitigation Method, which places preference to mitigation in mitigation banks with instream credits. Mitigation requirements following this guidance will be calculated and coordinated with the Owner on the cost aspects of this component of the project.

Utilizing the USACE standard form for NWP 14 PCN submittals, the CONSULTANT team will be assemble and submit the following to the USACE:

- Description of the proposed action;
- Description of the site, including a delineation of the waters of the United States;
 - Functional assessment;
 - Wetland data forms;
 - Representative photographs; and
 - Supporting illustrations;
- Alternatives analysis to the proposed action that do not impact waters of the United States;
- Description of the project's avoidance and minimization efforts;
- Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; and
- Proposed conceptual mitigation plan (i.e., mitigation bank credit determinations).

Once submitted, the CONSULTANT team will coordinate with the USACE regarding their comments and concerns.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

Services not included in this contract:

- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase I or II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Demolition Plan*
- *Retaining wall design over 3' in height or surcharged*
- *Drainage through retaining walls*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *Horizontal control sheets*
- *Construction inspection services*
- *As-built surveys of constructed improvements*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

**DOE BRANCH SEWER
(CELINA, TEXAS)**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$773,555.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Project Management, Coordination & Permitting	\$ 36,410.00
B. Conceptual Design (30% Submittal)	\$ 77,950.00
C. Preliminary Design (60% Submittal)	\$145,700.00
D. Final Design (90% & 100% Submittals)	\$169,790.00
E. Bid Phase Services	\$ 3,660.00
F. Construction Administration (Time & Materials, NTE)	\$ 4,520.00
G. Field Survey	\$137,900.00
H. Right-of-Way & Easement Documents (30 assumed at \$3,500.00)	\$173,570.00
I. Geotechnical Investigation	\$ 25,000.00
J. Waters of the United States Delineation	\$ 7,000.00
K. Section 404/Nationwide Permit Assessment	\$ 2,500.00
L. Phase I Intensive Cultural Resources Pedestrian Survey	\$ 20,000.00
M. Direct Expenses	<u>\$ 2,455.00</u>

TOTAL **\$773,555.00**

Special Services

A. Subsurface Utility Engineering	\$ 15,000.00
B. Nationwide Permit 14 PCN and Coordination	<u>\$ 16,500.00</u>

TOTAL **\$31,500.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by subconsultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

5/26/2023
P0044494.00

EXHIBIT C to Agreement between the
City of Celina, Texas (“OWNER”) and
Westwood Professional Services, Inc.,
 (“CONSULTANT”) for Consulting
Services

EXHIBIT ‘C’ – SCHEDULE

**DOE BRANCH SEWER
(CELINA, TEXAS)**

Activity	Estimated Duration (Weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		-
Survey	10 Weeks	10 Weeks
Conceptual Design (30%)	10 Weeks	20 Weeks
Preliminary (60%) design	12 Weeks	32 Weeks
City Review	2 Weeks	34 Weeks
Pre-Final Design (90%)	12 Weeks	46 Weeks
City Review	2 Weeks	48 Weeks
Final Design (100%)	4 Weeks	52 Weeks
Receive Bids	4 Weeks	56 Weeks
Contract Award	4 Weeks	60 Weeks
Begin Construction	2 Weeks	62 Weeks
Complete Construction	36 Weeks	98 Weeks
Record Drawings	2 Weeks	100 Weeks

CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT ‘C’

Attachment: 2023-05-26_City of Celina Work Authorization No. 42 (Revised) (Doe Branch Sewer Design)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Kim Brawner, Assistant City Manager
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: 1st Amendment to Doe Branch Partners Development Agreement

Action Requested:

Consider and act to approve the first amendment between the City of Celina and Doe Branch Partners, LLC.(Brawner)

Background Information:

The City of Celina entered into a Development Agreement with Doe Branch Partners, LLC in January 2021. The original agreement allowed for a multi-phase development. Doe Branch Partners worked with the City of Celina to secure the remaining tracts of land for the construction of Ousley Park through a combination of land purchases and exchanges. The development agreement helped facilitate the realignment of Elm Street/Ousley Boulevard intersection and an office lease to the Celina EDC.

As construction costs have escalated, the development has requested that the City delay the collection of impact fees and/or capital fees to Phase 2 of their development. They are not requesting for any additional fee waiver.

Alternatives:

Council could choose to not approve the agreement and direct staff.

Legal Review:

Legal staff has reviewed and approved the attached agreement.

Supporting Documents:

Agreement
Location Map

Staff Recommendation:

Staff recommends approval.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into to be effective on the date upon which the last of all of the Parties has approved and duly executed this First Amendment (the “Effective Date”), by and between the City of Celina, Texas (the “City”) and Doe Branch Partners, LLC (the “Developer”) each a “Party” and collectively the “Parties”, acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, on January 4, 2021, the Parties entered into that certain Development Agreement, recorded on [REDACTED] in the Official Public Records of Collin County as Instrument Number [REDACTED] (“Agreement”), which included terms for the development of property by Developer in phases (the “Development”); and

WHEREAS, the Parties desire to amend the deadline required for payment of certain capital recovery fees described in the Agreement; and

WHEREAS, unless otherwise defined herein, capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, covenant and agree as follows:

1. **Recitals.** The Recitals to this First Amendment are incorporated herein for all purposes.

2. **Development Agreement Remains in Full Force and Effect.** 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. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. The Parties acknowledge that this First Amendment amends certain deadlines for completion of certain Developer obligations. The Parties acknowledge and agree that, only with respect to the amendments made herein, such deadlines shall be amended without default or breach of the Agreement by Developer for failure to meet the original deadlines by the Effective Date of this First Amendment.

3. **Amendment.** The Parties hereby agree that any previously outstanding capital recovery fees to be paid under Section 5.1 of the Agreement shall be due with building permit applications for Phase 2 of the Development. Capital recovery fees owed after the Effective Date of this First Amendment shall be paid in accordance with Section 5.1.

4. **Binding Obligation.** This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. The City warrants and represents that the

individual executing this First Amendment on behalf of the City has full authority to execute this First Amendment and bind the City to the same. Developer warrants and represents that the individual executing this First Amendment on its behalf has full authority to execute this First Amendment and bind it to the same.

5. **Severability.** In the event any provision of this First Amendment shall be determined by a court of competent jurisdiction to be invalid or 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, to the extent reasonably possible, remain in force as to the balance of its provisions and be interpreted to give effect to the intent of the Parties.

6. **Notices.** Any notices required or permitted to be delivered hereunder shall be delivered in accordance with the terms provided by Section 10.2 of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date first above written.

CITY OF CELINA, TEXAS

By: _____

Name: Ryan Tubbs

Title: Mayor

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2023 by Ryan Tubbs, the Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

DOE BRANCH PARTNERS, LLC

By: _____

Name: Todd Evans

Title: Managing Member

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2023 by Todd Evans,
on behalf of **Doe Branch Partners, LLC**, a Texas Limited Liability Company.

(SEAL)

Notary Public, State of Texas_____
Name printed or typed

Commission Expires: _____



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Anthony Satarino, Strategic Services Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Mudea's Cafe, LLC - Performance and Economic Development Agreement

Action Requested:

Consider and act upon a Chapter 380 Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Mudea's Cafe, LLC. (Satarino)

Background Information:

This Agreement is by and between the City of Celina, Celina Economic Development Corporation (CEDC), and Mudea's Cafe, LLC for the property located at 204 N. Ohio Street, Celina, Texas.

Board Review/Citizen Input:

The Agreement has been approved by the CEDC.

Financial Considerations:

Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of \$200,000.

The City will reimburse the developer for up to \$50,000 towards qualified expenditures.

The CEDC will reimburse the developer for up to \$25,000 towards qualified expenditures.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney

Supporting Documents:

Chapter 380 Agreement and Performance Agreement

Staff Recommendation:

Staff recommends approval.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “CEDC”), and **MUDEA CAFÉ, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the “CEDC”) is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

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

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

WHEREAS, Developer has applied to CEDC for financial assistance necessary to construct and operate a restaurant called Mudea's Café, to be generally located at a new address of 204 N. Ohio Street, Celina, Texas, which will be on the north side of 303 West Pecan Street, as more particularly depicted in *Exhibit A*, attached hereto and incorporated herein for all purposes, and to be designed and improved in accordance with the plans and elevations included in *Exhibit A*, attached hereto and incorporated herein for all purposes; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2027**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **CEDC.** The term “CEDC” means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.
- (d) **City.** The word “City” means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.
- (e) **City Regulation.** The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Mudea’s Café.
- (f) **Developer.** The word “Developer” means Mudea Café, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 6023 Liverpool Street, Aubrey, Texas 76227.
- (g) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.
- (h) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (i) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (j) **Property.** The word “Property” means 204 N. Ohio Street, Celina, Texas 75009, as more particularly described in *Exhibit A*.
- (k) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvements of the building located on the Property, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.

- (l) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** by **June 13, 2024**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **June 13, 2024**, a certificate of occupancy from the City of Celina, Texas, for the Mudea’s Café located on the Property.

If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

- (c) **Development.** The Mudea’s Café shall be constructed and operated in accordance the plans provided in **Exhibit A**, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Mudea’s Café shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.
- (d) **Operate Restaurant.** Developer agrees to maintain and operate the Mudea’s Café located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Mudea’s Café located on the Property and for one (1) year thereafter, Developer covenants and agrees to keep Mudea’s Café open on Mondays from 11:00 a.m. to 2:00 p.m.
- (e) **Job Creation and Retention.** Developer covenants and agrees by **June 13, 2024**, and during the Term of this Agreement to employ and maintain a minimum of four (4) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **August 1, 2024**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The

Developer covenants and agrees beginning on **August 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.
- (h) **Groundbreaking and Opening Ceremonies.** Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.
- (i) **Celina Chamber of Commerce.** Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.

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

- (a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)** as follows:
 - (1) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.
- (b) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit to Developer reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:
 - (1) **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and
 - (2) **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.
- (b) **Performance.** CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES.

If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or CEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 8. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.
- (e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD**

PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

- (b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of

which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City: City of Celina, Texas
142 N. Ohio Street
Celina Texas 75009
Attn: Jason Laumer, City Manager
Telephone: (972) 382-2682

if to CEDC: Celina Economic Development Corporation
302 W. Walnut Street
Celina Texas 75009
Attn: Alexis Jackson, Executive Director
Telephone: (972) 382-3455

if to Developer: Mudea Café, LLC
6023 Liverpool Street
Aubrey, Texas 76227
Attn: Keisha Avery, Owner
Telephone: (501) 277-9280

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

- (k) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- (l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).
- (o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- (p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of

at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

Ryan Tubbs, Mayor
Date Signed: _____

ATTEST:

Lauren Vaughns, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

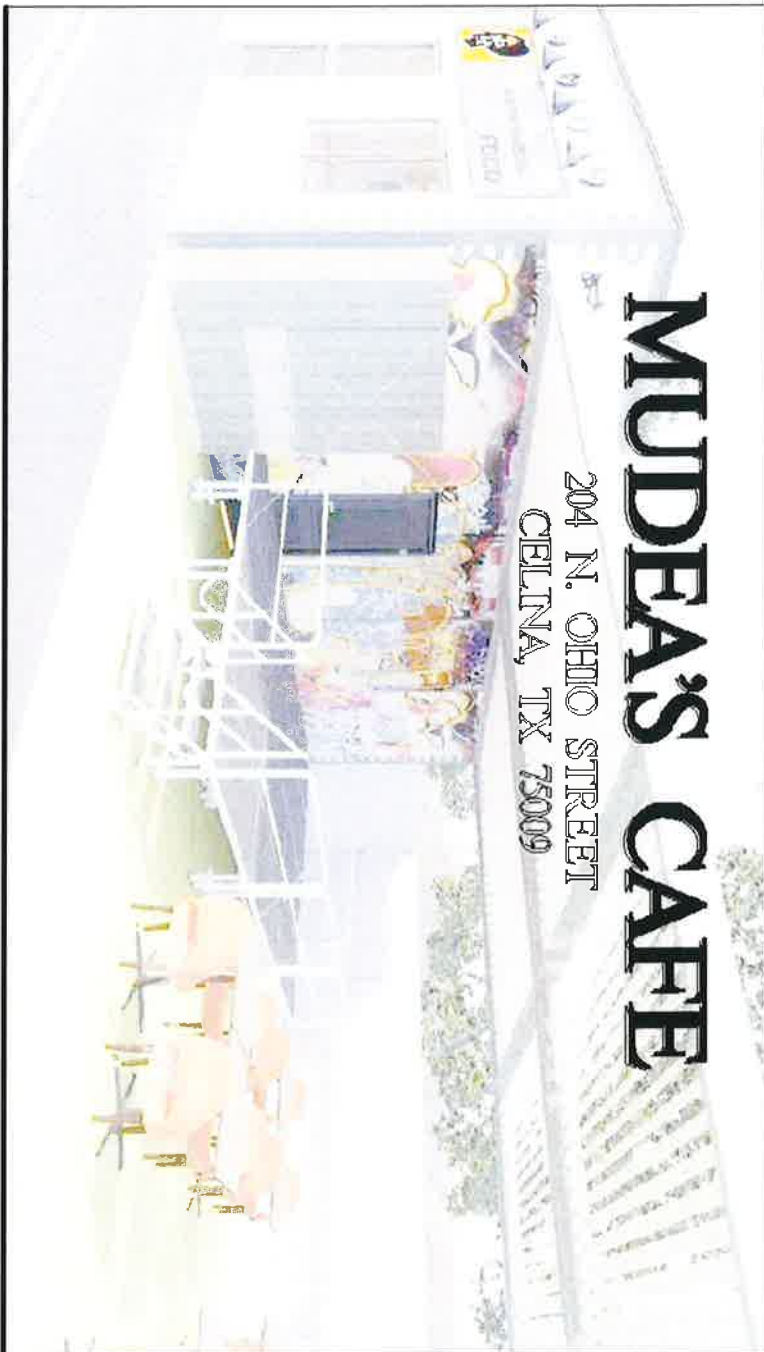
By: _____
Clint Bissett, President
Date Signed: 6-5-23_____

DEVELOPER:

MUDEA CAFÉ, LLC,
a Texas limited liability company,

By: _____
Keisha Avery
Title: _____
Date Signed: _____

[illegible]



MUDEA'S CAFE

204 N. OHIO STREET
CELINA, TX 75009

OWNER	CONST. MGR.	GEN. CONTRACTOR	DESIGNER	SITE CNL.	GEOTECHNICAL	STRUCTURAL	LANDSCAPE
MUDEA'S CAFE	TBD	TBD	DR. J. J. JONES JONES & ASSOCIATES 1234 E. MAIN ST. CELINA, TX 75009	TBD	TBD	TBD	TBD

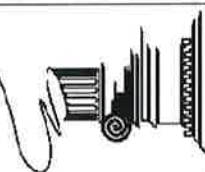
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MUDEA'S CAFE
FAST-DINING RESTAURANT

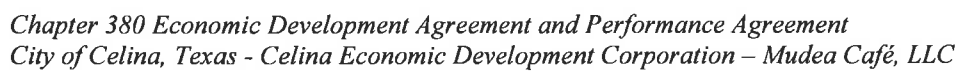
204 N. OHIO STREET
CELINA, TEXAS 75009

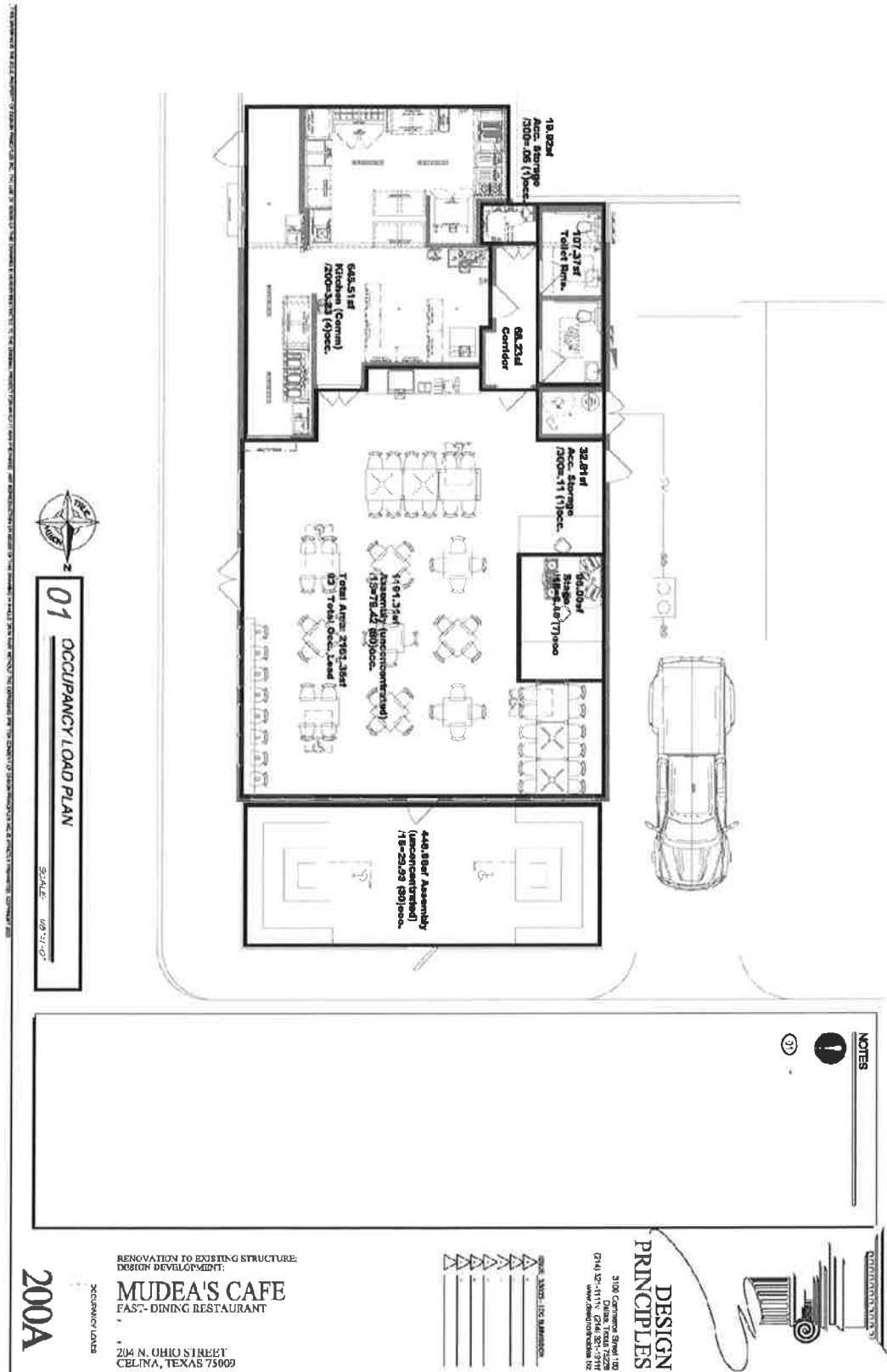
DESIGN PRINCIPLES

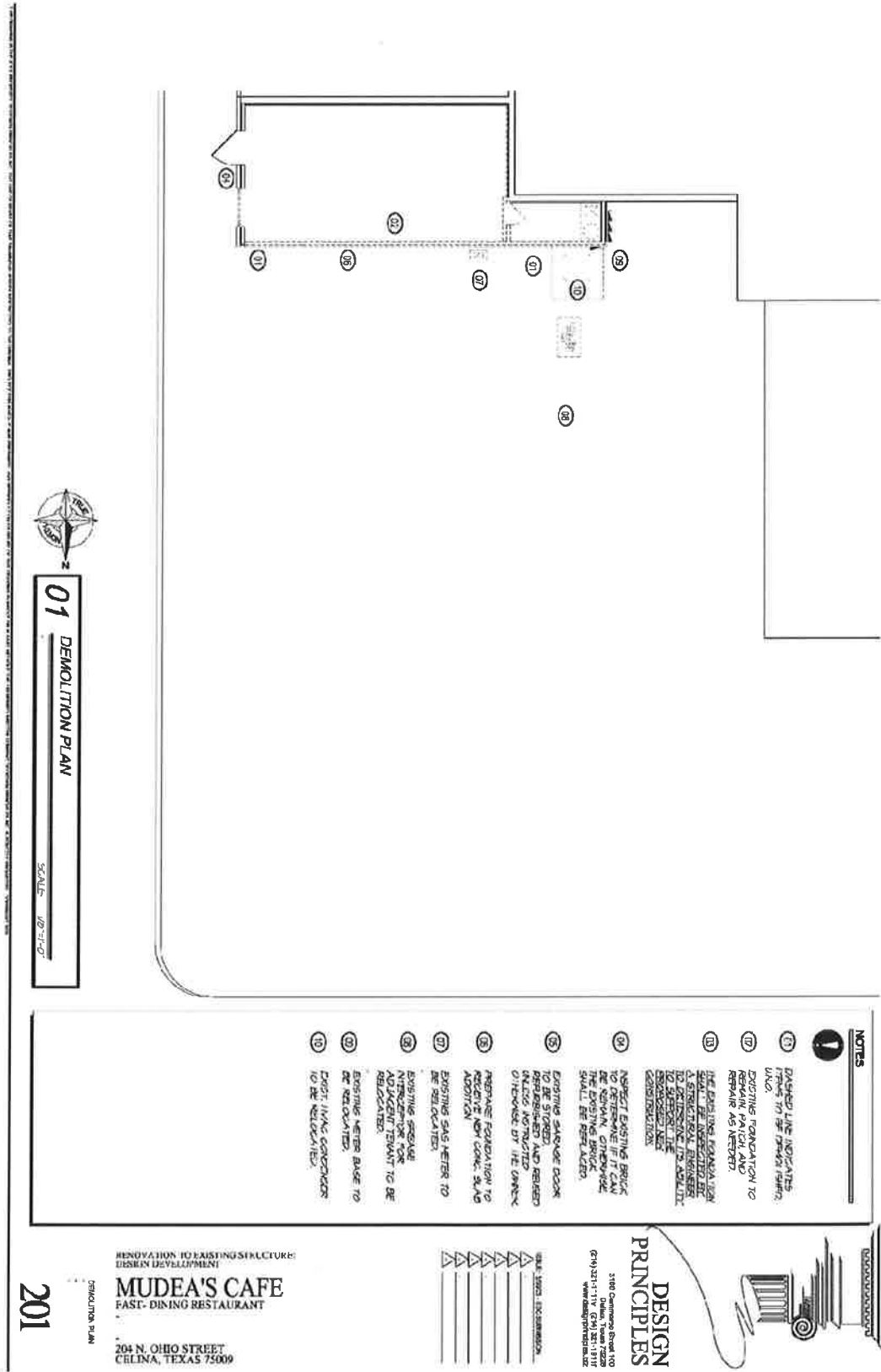
204 N. OHIO STREET
CELINA, TEXAS 75009

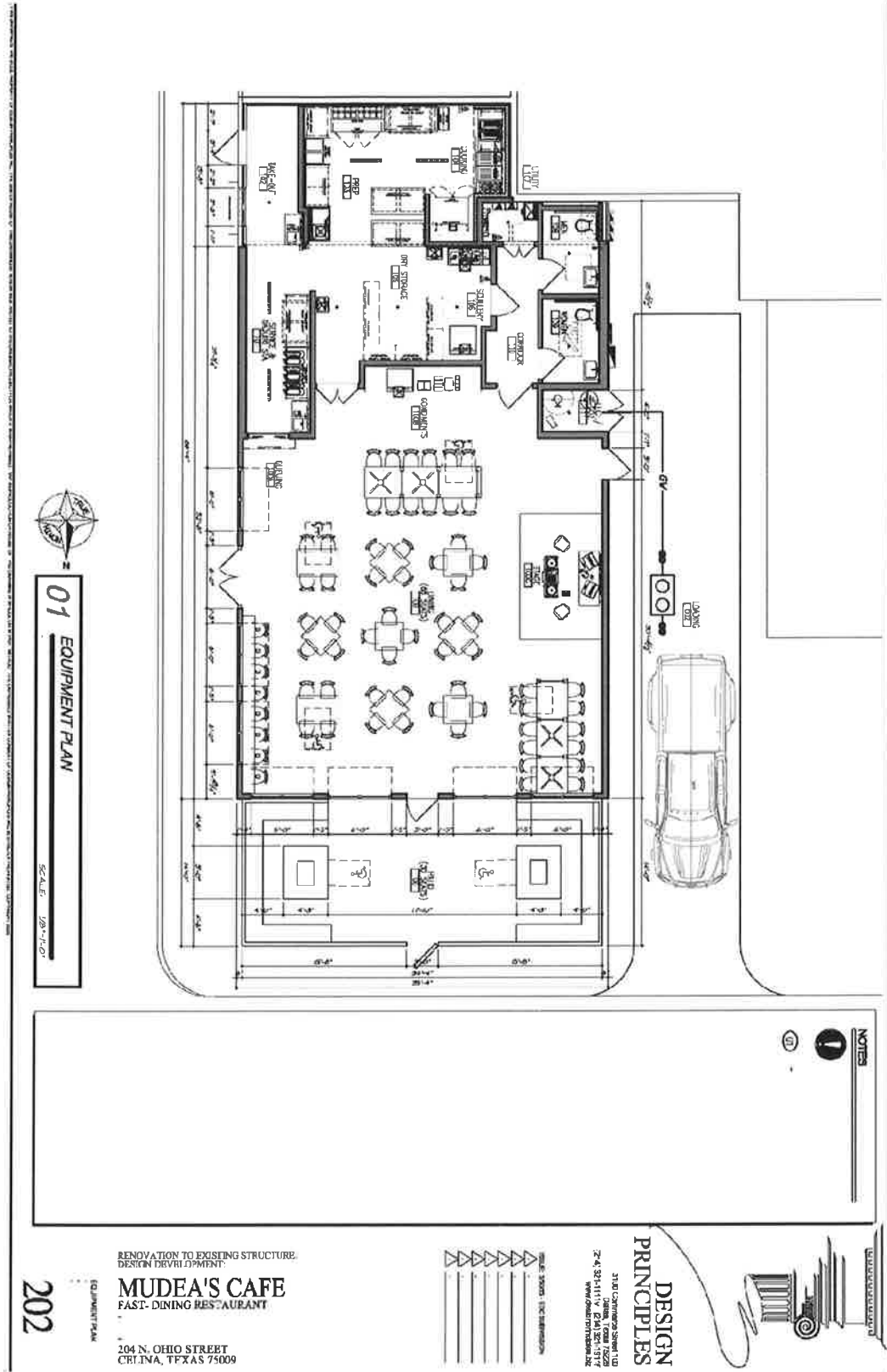


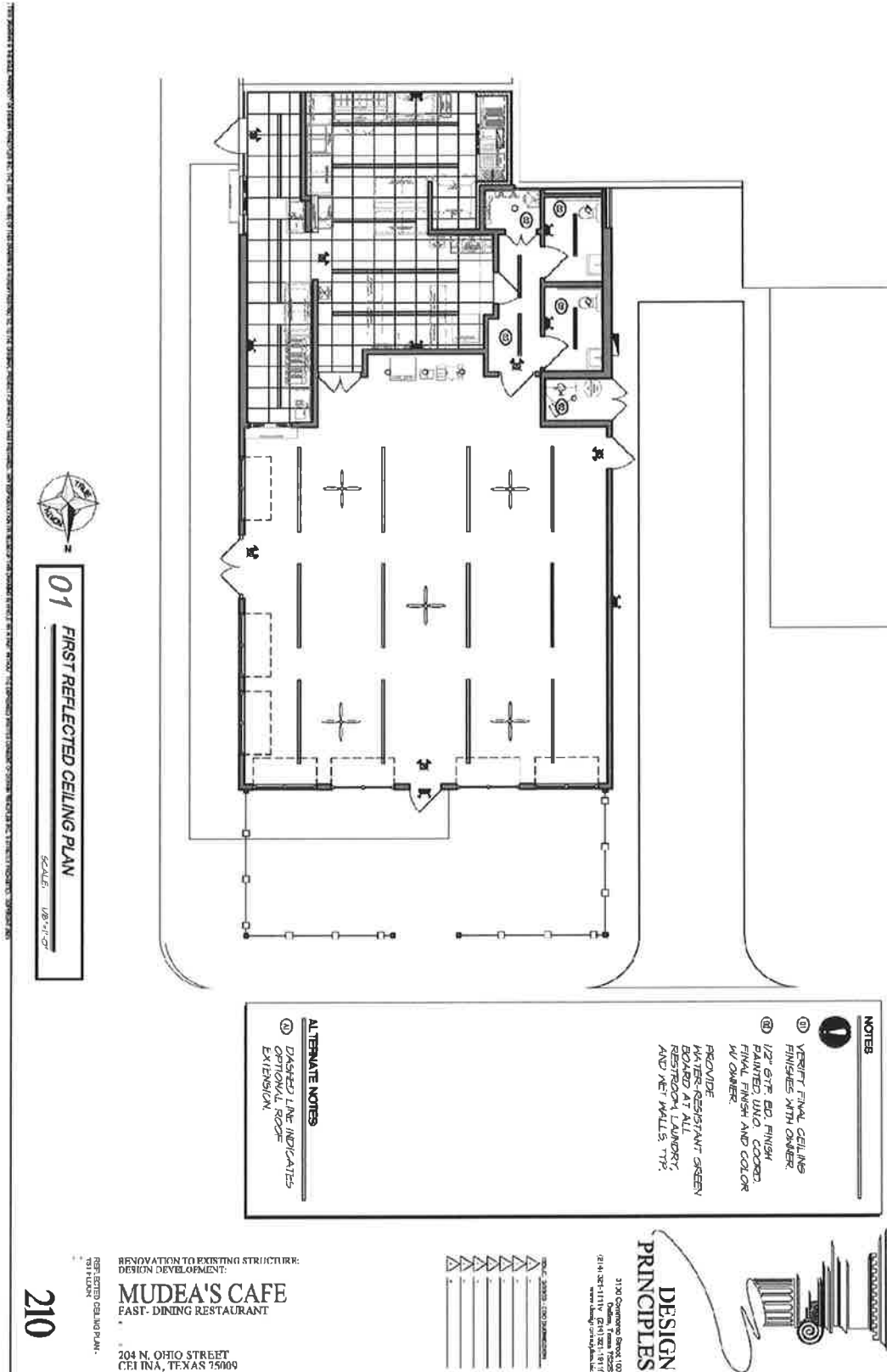
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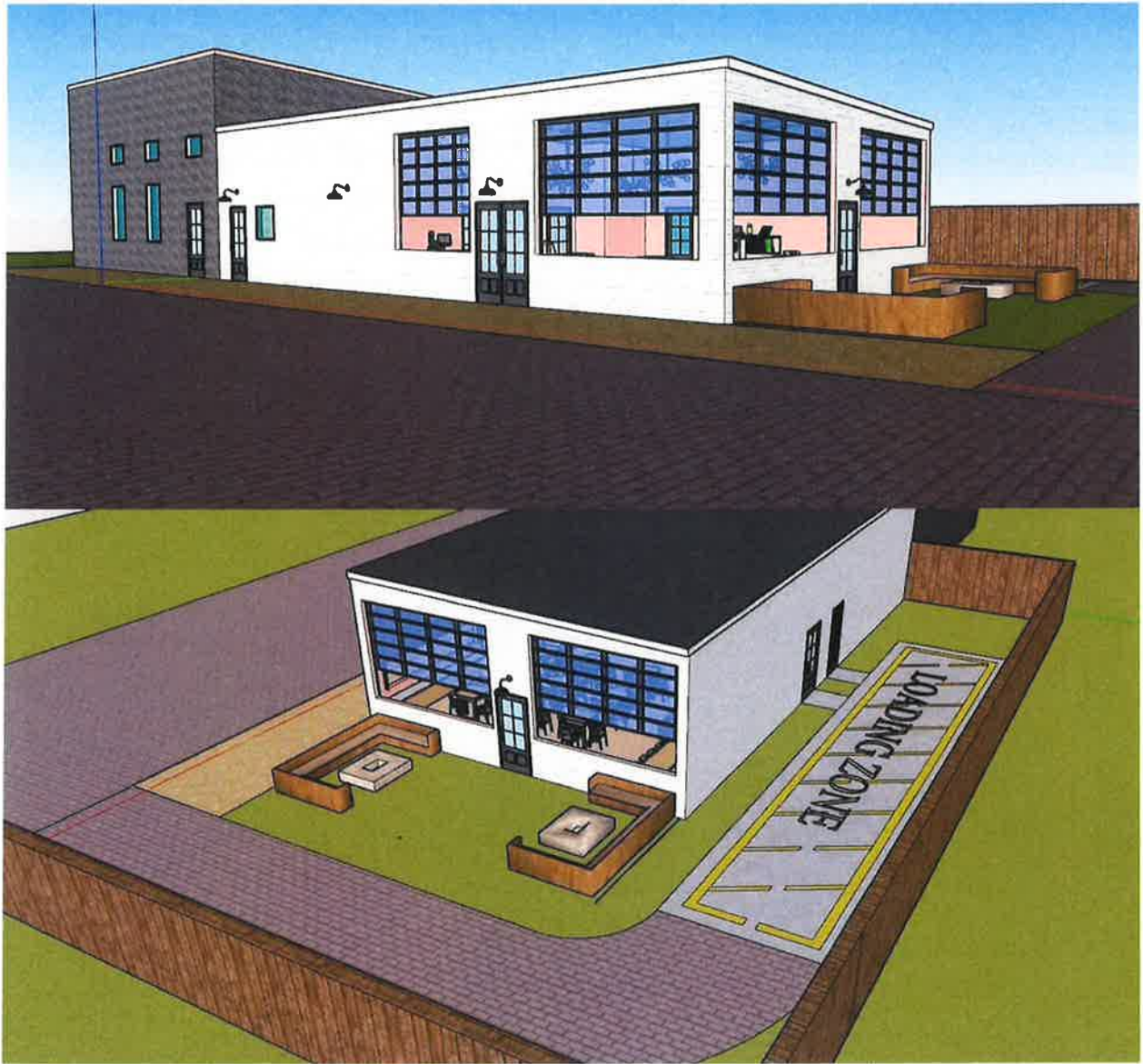






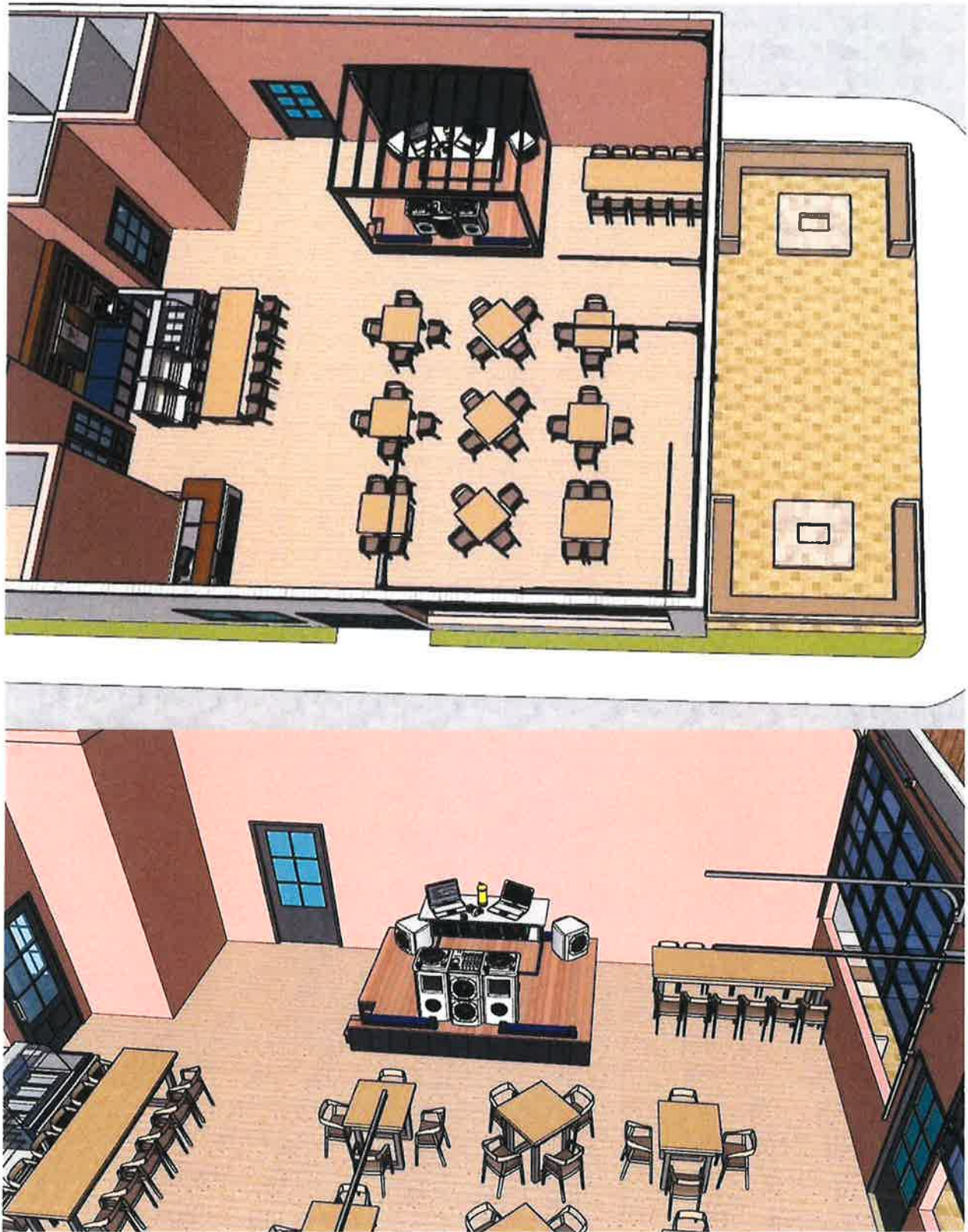


















Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Anthony Satarino, Strategic Services Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: The Forge 1912 - Bears on the Square, LLC - Performance Agreement

Action Requested:

Consider and act upon a Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Bears on the Square, LLC. (Satarino)

Background Information:

This Agreement is between the City of Celina, Celina Economic Development Corporation (CEDC), and Bears on the Square, LLC (Developer), for the property located at 132 N Louisiana Street, Celina, Texas.

Board Review/Citizen Input:

The Agreement has been approved by the CEDC.

Financial Considerations:

Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of \$450,000.

The City will reimburse the developer for up to \$50,000 towards qualified expenditures.

The CEDC will reimburse the developer for up to \$150,000 towards qualified expenditures.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Performance Agreement

Staff Recommendation:

Staff recommends approval.

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “CEDC”), and **BEARS ON THE SQUARE, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, Developer has applied to the City and CEDC for financial assistance necessary to construct and operate The Forge 1912 to be located at 132 N. Louisiana Street, Celina, Texas, as more particularly described in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer for the Facility (as hereinafter defined) will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the state and City, will help reduce unemployment and underemployment in the state and City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by helping reduce unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the CEDC is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

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

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC’s

investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2026**, unless terminated sooner under the provisions hereof. Notwithstanding the foregoing, this Agreement shall terminate and become void ab initio if the Developer has not purchased the Property within ninety (90) days of the Effective Date.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, authorized by Chapters 380, 501, and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.
- (c) **Annual Compliance Verification.** The term "Annual Compliance Verification" shall have

the meaning set forth in Section 4.

- (d) **CEDC.** The term “CEDC” means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.
- (e) **City.** The word “City” means the City of Celina, Collin and Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is 142 N. Ohio Street, Celina, Texas 75009.
- (f) **City Regulation.** The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Facility.
- (g) **Developer.** The word “Developer” means Bears on the Square, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 4105 Rosewood Lane, Celina, Texas 75009.
- (h) **Effective Date.** The words “Effective Date” mean the date of the last to execute this Agreement by and between the Developer, the City, and the CEDC.
- (i) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (j) **Facility.** The word “Facility” means The Forge 1912 upscale, dine-in steakhouse restaurant with bar and patio to be constructed on the Property, as generally depicted in *Exhibit B* of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (k) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (l) **Prohibited Uses.** The term “Prohibited Uses” shall have the meaning provided in Section 4.
- (m) **Property.** The word “Property” is defined in the Recitals.
- (n) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and installation of a new patio and improvements, plumbing and grease trap installation, sewer improvements, and façade improvements to Facility, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act. The term “Qualified Expenditures” shall include infrastructure necessary to promote or develop

new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements.

- (o) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) by July 1, 2024.**

If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

- (b) **Development of the Facility.** The Facility shall be constructed and operated in accordance with any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.
- (c) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **July 1, 2024**, a certificate of occupancy from the City, for the Facility.
- (d) **Operate Facility.** Developer agrees to maintain and operate the Facility located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City for the Facility, and for one (1) year thereafter, Developer covenants and agrees to keep the Facility open on Mondays from 11 a.m. to 2 p.m.
- (e) **Job Creation and Retention.** Developer covenants and agrees by **December 1, 2024**, and during the Term of this Agreement to employ and maintain a minimum of **fifteen (15)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **December 1, 2024**, and during the Term of this Agreement, Developer shall deliver to CEDC an annual compliance verification signed by a duly authorized

representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **December 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Annual Compliance Verifications due and submitted to the CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (f) **Prohibited Uses:** Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the “Prohibited Uses”).
- (g) **Performance Conditions.** Developer agrees to make, execute, and deliver to the City and CEDC such other promissory notes, instruments, documents, and other agreements as the City and CEDC or its attorneys may reasonably request to evidence this Agreement.
- (h) **Groundbreaking and Opening Ceremonies.** Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.
- (i) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City and/or CEDC.
- (j) **Celina Chamber of Commerce.** Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. OBLIGATIONS OF THE CITY.

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

- (a) **City Grant.** The City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)** as follows:
 - (1) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon Developer’s

receipt of a certificate of occupancy consistent with Section 4(c) of this Agreement; and

- (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(c) of this Agreement.

- (b) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit reimbursement to Developer for Qualified Expenditures made to the Property by the Developer pursuant to Section 4(a) of this Agreement in an aggregate amount not to exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** as follows:
 - (1) the sum of **Fifty Thousand and 10/100 Dollars (\$50,000.00)** paid to Developer upon receipt of a certificate of occupancy, consistent with Section 4(c) of this Agreement;
 - (2) the sum of **Fifty Thousand and 10/100 Dollars (\$50,000.00)** paid to Developer upon the one (1) year anniversary of receipt of a certificate of occupancy, consistent with Section 4(c) of this Agreement; and
 - (3) the sum of **Fifty Thousand and 10/100 Dollars (\$50,000.00)** paid to Developer upon the two (2) year anniversary of receipt of a certificate of occupancy, consistent with Section 4(c) of this Agreement.

In no event shall the aggregate payments by CEDC to Developer pursuant to this Agreement exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)**.

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

SECTION 7. CESSATION OF ADVANCES.

The City and CEDC shall have no obligation to advance or disburse the financial assistance described herein if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 8. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer, City, or CEDC to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, or any of its affiliates or related entities, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City, CEDC, and/or Collin County Central Appraisal District is an Event of Default.
- (e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default.

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and the CEDC to Developer pursuant to Sections 5 and 6 of this Agreement shall become immediately due and payable by Developer to the City and CEDC.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**
- (b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

(e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: Bears on the Square, LLC
4105 Rosewood Lane
Celina, Texas 75009
Attn: Brian Ethridge
Telephone: (972) 978-5561

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects

shall remain valid and enforceable.

- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City or CEDC notifies Developer of the violation.
- (k) **Form 1295 Certificate.** Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- (l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).
- (o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex.

Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

- (p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality,

Ryan Tubbs, Mayor

Date Signed: _____

ATTEST:

Lauren Vaughns, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____

Kyle Rose, President

Date Signed: _____

DEVELOPER:

BEARS ON THE SQUARE, LLC,
a Texas limited liability company,

By: _____

Brian Ethridge

Title: _____

OWNER

Date Signed: _____

5-31-23

Exhibit A

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LAND:

SITUATED IN THE CITY OF CELINA, IN THE JOHN WILLOCK SURVEY, ABSTRACT NO. 975 OF COLLIN COUNTY, TEXAS AND BEING PART OF LOTS 1, 2, 3, 4, AND 5, BLOCK 6 OF THE ORIGINAL DONATION TO THE CITY OF CELINA ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1, PAGE 114, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.) AND BEING THE SAME TRACT OF LAND DESCRIBED IN A DEED TO RONALD G. CHILDERS, RECORDED IN VOLUME 3975, PAGE 1129, D.R.C.C.T., AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID CHILDERS TRACT, ON THE WEST RIGHT-OF-WAY OF LOUISIANA STREET (60' WIDE R-O-W) AND THE EAST LINE OF SAID LOT 1, BLOCK 6 AND SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO SAMUEL A. PIGA AND NENA FLOR C. PIGA, RECORDED IN DOCUMENT NO. 95-0045554, D.R.C.C.T. AND SAID POINT BEAR SOUTH 12 DEG. 30 MIN. 00 SEC. WEST -67.17 FEET FROM A 1/2 INCH IRON ROD FOUND FOR REFERENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 6 AND SAME BEING THE NORTHEAST CORNER OF SAID PIGA TRACT;

THENCE; SOUTH 12 DEG. 30 MIN. 00 SEC. WEST, ALONG THE COMMON LINE OF SAID BLOCK 6 AND LOUISIANA STREET, A DISTANCE OF 78.00 FEET TO AN X CARVED IN A CONCRETE SIDEWALK FOR THE SOUTHEAST CORNER OF LOT 1, BLOCK 6 AND SAID CHILDERS TRACT AND SAME BEING ON THE NORTH LINE OF A 10 FOOT ALLEY;

THENCE: NORTH 77 DEG. 20 MIN. 14 SEC. WEST, ALONG THE NORTH LINE OF SAID ALLEY AND THE SOUTH LINE OF SAID CHILDERS TRACT AND LOTS 1, 2, 3, 4 & 5, BLOCK 6, A DISTANCE OF 126.17 FEET (PLAT DISTANCE = 125.00') TO A 1/2 INCH IRON ROD, TOPPED WITH A PLASTIC CAP, STAMPED "RPLS 5312" FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 5, BLOCK 6 AND SAID CHILDERS TRACT AND SAME BEING THE SOUTHEAST CORNER LOT 6, BLOCK 6 AS DESCRIBED IN A DEED TO CELINA REALITY, L.P., RECORDED IN INSTRUMENT NO. 20130308000316090, D.R.C. C.T.;

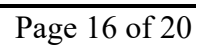
THENCE: NORTH 12 DEG. 55 MIN. 10 SEC. EAST, ALONG THE COMMON LINE OF SAID LOT 5 AND LOT 6, A DISTANCE OF 78.00 TO A 1/2 INCH IRON ROD, TOPPED WITH A RED PLASTIC CAP, STAMPED "RPLS 4701", SET FOR THE NORTHWEST CORNER OF SAID CHILDERS TRACT AND SAME BEING THE SOUTHWEST CORNER OF THE ABOVE MENTIONED PIGA TRACT:

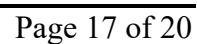
THENCE: SOUTH 77 DEG. 20 MIN. 15 SEC. EAST, DEPARTING FROM THE WEST LINE OF SAID LOT 5 AND OVER AND ACROSS SAID LOTS 5, 4, 3, 2, AND 1 OF BLOCK 6, WITH THE COMMON LINE OF SAID CHILDERS TRACT AND PIGA TRACT, A DISTANCE OF 125.60 FOOT (PLAT DISTANCE = 125.00') TO THE POINT OF BEGINNING AND CONTAINING 9,819 SQUARE FEET OR 0.225 ACROSS OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Exhibit B Facility

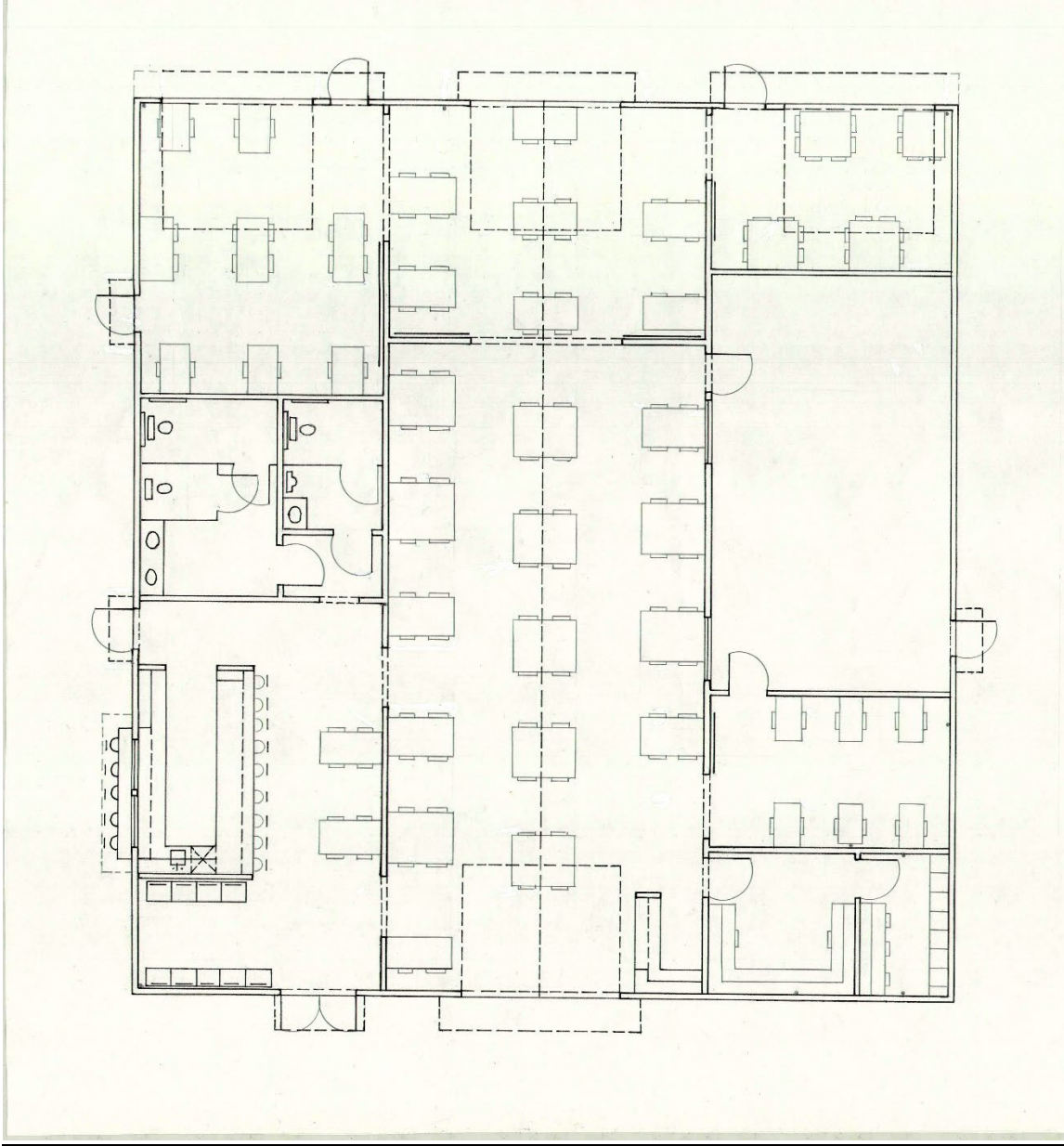














Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Anthony Satarino, Strategic Services Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: EWS Local, LLC - Performance Agreement

Action Requested:

Consider and act upon a Performance Agreement by and between the Celina Economic Development Corporation and EWS Local, LLC. (Satarino)

Background Information:

This Agreement is by and between the Celina Economic Development Corporation (CEDC) and EWS Local, LLC (Developer) for the property located at 1225 S. Preston Road, Celina, Texas.

Board Review/Citizen Input:

The Agreement has been approved by the CEDC.

Financial Considerations:

Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Property in a minimum amount of \$75,000. In addition, Developer agrees to spend a minimum of \$2,500,000 for the construction of a retail or commercial facility located on the property. The CEDC intends to contribute up to \$75,000.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Performance Agreement

Staff Recommendation:

Staff recommends approval.

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **EWS LOCAL LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

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

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

WHEREAS, Developer has applied to CEDC for financial assistance necessary to construct certain improvements for the benefit of an approximately 0.967 acre tract of land in the City of Celina, Collin County, Texas, and generally located at 1225 S. Preston Road, Celina, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until the third (3rd) anniversary of the Effective Date, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.
- (d) **Developer.** The word "Developer" means EWS Local, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 3414 Midcourt # 108, Carrollton, Texas 75006.
- (e) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the CEDC.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (g) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of Two Thousand (2,000) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word "Property" means the approximately 0.967-acre tract of land in the City of Celina, Collin County, Texas, and generally located at 1225 S. Preston Road, Celina, Texas.

- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction of a deceleration lane located on or benefiting the Property, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Facility Expenditures and Qualified Expenditures.** Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00) by January 1, 2024.** In addition, Developer covenants and agrees to spend a minimum of **Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00)** for the construction of a retail or commercial facility located on the Property by **January 1, 2024.** Further, Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the construction of the retail or commercial facility located on the Property in a minimum amount of **Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) by February 1, 2024.**
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **January 1, 2024,** a certificate of occupancy from the City of Celina, Texas, for the retail or commercial facility located on the Property.
- (c) **Operate Retail or Commercial Facility.** Developer agrees to maintain and operate the retail or commercial facility located on the Property by **January 1, 2024,** and during the Term of this Agreement.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **January 1, 2024,** and during the Term of this Agreement to employ or cause to be employed and maintained a minimum of thirty (30) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2025** (for the reporting period of **January 1, 2024,** to **December 31, 2024**) and annually thereafter during the Term of this Agreement, Developer shall deliver to CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February**

1, 2025, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Annual Compliance Verifications due and submitted to the CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Performance Conditions.** Developer agrees to make, execute and deliver to CEDC such other promissory notes, instruments, documents and other agreements as CEDC or its attorneys may reasonably request to evidence this Agreement.
- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and CEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF CEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC as follows:
 - (1) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** paid within thirty (30) days of Developer's receipt of a certificate of occupancy consistent with Section 4(a) of this Agreement (the "Certificate of Occupancy Date");
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** paid on the one-year anniversary of the Certificate of Occupancy Date; and
 - (3) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** paid on the two-year anniversary of the Certificate of Occupancy Date.

In no event shall the aggregate payments by CEDC to Developer pursuant to this Agreement exceed **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)**.

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

SECTION 6. CESSATION OF ADVANCES.

If the CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the CEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

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

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

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the CEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the CEDC.

SECTION 9. INDEMNIFICATION.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to CEDC:

Celina Economic Development Corporation
302 W. Walnut Street
Celina Texas 75009
Attn: Alexis Jackson, Executive Director
Telephone: (972) 382-3455

if to Developer:

EWS Local, LLC
3414 Midcourt # 108
Carrollton, Texas 75006
Attn: Ryan Wilcox, Partner
Telephone: (214) 492-9650

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

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

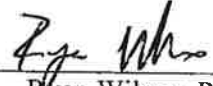
CEDC:

CELINA ECONOMIC DEVELOPMENT
CORPORATION,
a Texas non-profit corporation

By: 
Clint Bissett, President
Date Signed: 5-18-23

DEVELOPER:

EWS LOCAL, LLC,
a Texas limited liability company,

By: 
Ryan Wilcox, Partner
Title: PARTNER
Date Signed: 5/16/2023

Attachment: EWS Signed Agreement (EWS Local, LLC - Performance Agreement)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Reimbursement Agreement - JK Capital Investments

Action Requested:

Consider and act upon a Reimbursement Agreement by and between the City of Celina and JK Capital Investments, LLC. (Satarino)

Background Information:

This Agreement is by and between the City of Celina and JK Capital Investments, LLC, for a reimbursement of up to \$90,000 towards the cost of right turn lane improvements.

Financial Considerations:

The City of Celina will reimburse JK Capital Investments, LLC, for up to \$90,000 towards the cost for right turn lane improvements.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Reimbursement Agreement

Staff Recommendation:

Staff recommends approval.

ROADWAY IMPACT FEE AGREEMENT (Children's Lighthouse)

This Roadway Impact Fee Agreement (this "Agreement") is made by and between JK Capital Investments, LLC ("Developer"), and the City of Celina, Texas, a home-rule municipal corporation (the "City") (collectively with Developer, the "Parties").

RECITALS

WHEREAS, the Developer owns approximately 1.602 acres of land in the City (the "Property"), generally located on S. Dallas Parkway and north of Light Farms Way, being more particularly described by metes and bounds and depicted on Exhibit A attached hereto; and

WHEREAS, the Developer intends to develop the Property as a day care in accordance with the Exterior Building Elevations attached as Exhibit B (the "Development"); and

WHEREAS, in conjunction with the Development, the Developer is required to construct a right turn lane on S. Dallas Parkway, in accordance with the site plan depicted on Exhibit C attached hereto (the "Improvement"); and

WHEREAS, in accordance with Section 10.02.065 of the City Code of Ordinances (the "Code"), the Development shall be assessed roadway impact fees upon issuance of a building permit; and

WHEREAS, in accordance with Section 10.02.071 of the Code, a property owner who constructs a roadway facility, pursuant to an agreement approved by the City, may be charged reduced impact fees for the Property for that category of capital improvement by the value of the improvement, which credit shall be limited to that portion of the cost of the roadway facility attributable to the Development and shall be applied to reduce the roadway impact fee at the time of building permit application; and

WHEREAS, pursuant to Chapter 395, Texas Local Government Code ("Chapter 395"), the Parties now desire to enter into this Agreement to provide for the terms by which the Developer shall pay impact fees and receive said reductions.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ROADWAY IMPROVEMENTS.

1.1. Improvement. The Developer will construct the Improvement as shown on the site plan on Exhibit C. The estimated cost for the Improvement is an amount not to exceed \$90,000.00 (the "Authorized Cost").

1.2. Authorized Costs. As used herein, the term “Authorized Costs” refers to and includes, but is not limited to, actual costs of construction, engineering, design, surveying, staking, testing, and right-of-way acquisition and dedication.

2. IMPACT FEES; CREDITS.

2.1. Payment of Fees and Reduction. The amount of the Authorized Costs shall be deducted from the roadway impact fees paid by the Developer at the time of building permit issuance for the Development.

2.2 Accounting for Authorized Costs. Prior to the issuance of a certificate of occupancy for the Development, the Developer shall submit to the City an accounting of all Authorized Costs incurred in connection with the applicable portion of the Capital Improvement (an “Accounting”). Within 15 days following receipt of an Accounting, the City Manager or designee shall deliver written notice to the Developer that the Accounting is approved and that the Authorized Costs reflected therein are accepted. Approval of the Accounting shall not be unreasonably withheld by the City and if the City fails to timely deliver such approval notice in accordance with this paragraph, the Accounting and the applicable Authorized Costs shall be deemed approved.

3. ADDITIONAL FEES PROHIBITED. This agreement constitutes an agreement for the payment of impact fees under Chapter 395 and Section 395.017, Texas Local Government Code, shall be broadly construed and strictly enforced.

4. COUNTERPARTS. This Agreement may be executed in two or more identical counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

5. RECITALS. The above recitals are true and correct and are hereby incorporated into and shall constitute a part of this Agreement.

6. TERMINATION. This Agreement may be terminated only upon the written agreement of both the Developer and the City.

7. NOTICES. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Address for Notices:

CITY

City of Celina
 Acting City Manager
 142 N. Ohio St.
 Celina, Texas 75009
 E-mail: kstovall@celina-tx.gov
 TEL: (972) 382-2682

DEVELOPER

JK Capital Investments, LLC
 Attn: Kirk McKean
 2307 Houston Drive
 Melissa, Texas 75454
 E-mail: KMckean@northlandins.com
 TEL: 972-261-9185

with copy to:

Julie Fort
 Messer Fort McDonald
 6371 Preston Road
 Suite 200
 Frisco, Texas 75034
 E-mail: Julie@txmunicipallaw.com
 TEL: (972) 668-6400

with a copy to:

8. ASSIGNABILITY. Except as otherwise provided herein, this Agreement may not be assigned, in whole or in part, by the Developer without the City's prior written consent, which shall not be unreasonably withheld.

9. CONSIDERATION. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

10. GOVERNING LAW; VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Collin County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.

11. PARAGRAPH HEADINGS; CONSTRUCTION. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

12. BINDING EFFECT. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

13. EXHIBITS. All exhibits to this Agreement are a part of this Agreement and are incorporated herein by reference for all purposes.

14. ENTIRE AGREEMENT. Except as otherwise provided herein, this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both Parties.

15. RELATIONSHIP OF PARTIES; NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent Parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

16. AUTHORITY. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. The Developer represents and warrants that each lender or entity with a security interest, real property interest or a recorded lien on the Property or any portion of the Property is a signatory to this Agreement. Each signatory other than the Developer or the City represents and warrants that this Agreement has been approved by appropriate action of such signatory and that the individual executing this Agreement on behalf of such signatory has been authorized to do so.

17. GOVERNMENTAL POWERS; WAIVERS OF IMMUNITY. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

18. EFFECTIVE DATE. The effective date of this Agreement shall be the date on which this Agreement is executed by the Developer and approved by the City Council (the "Effective Date").

19. FORM 1295 CERTIFICATE. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908

and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

[remainder of page left blank intentionally; signature pages follow]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2023.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, TRMC
City Secretary

Attachment: Roadway Impact Fee Agreement - KM 6.6 For CC (Reimbursement Agreement - JK Capital Investments)

DEVELOPER:

JK Capital Investments, LLC

Date: June 6, 2023By: Kirk McKean
Kirk McKean, Manager

Attachment: Roadway Impact Fee Agreement - KM 6.6 For CC (Reimbursement Agreement - JK Capital Investments)



EXHIBIT B EXTERIOR BUILDING ELEVATIONS

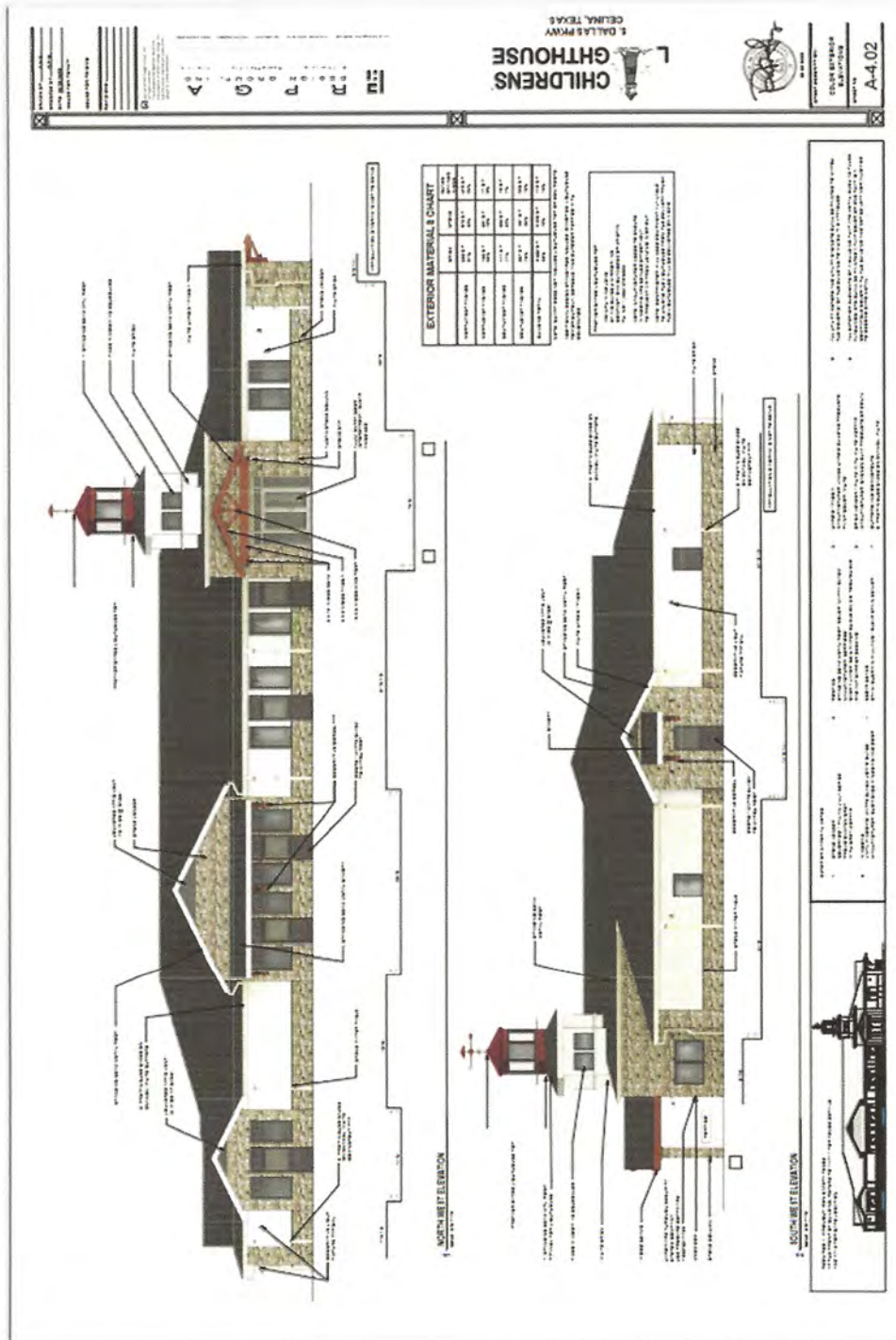
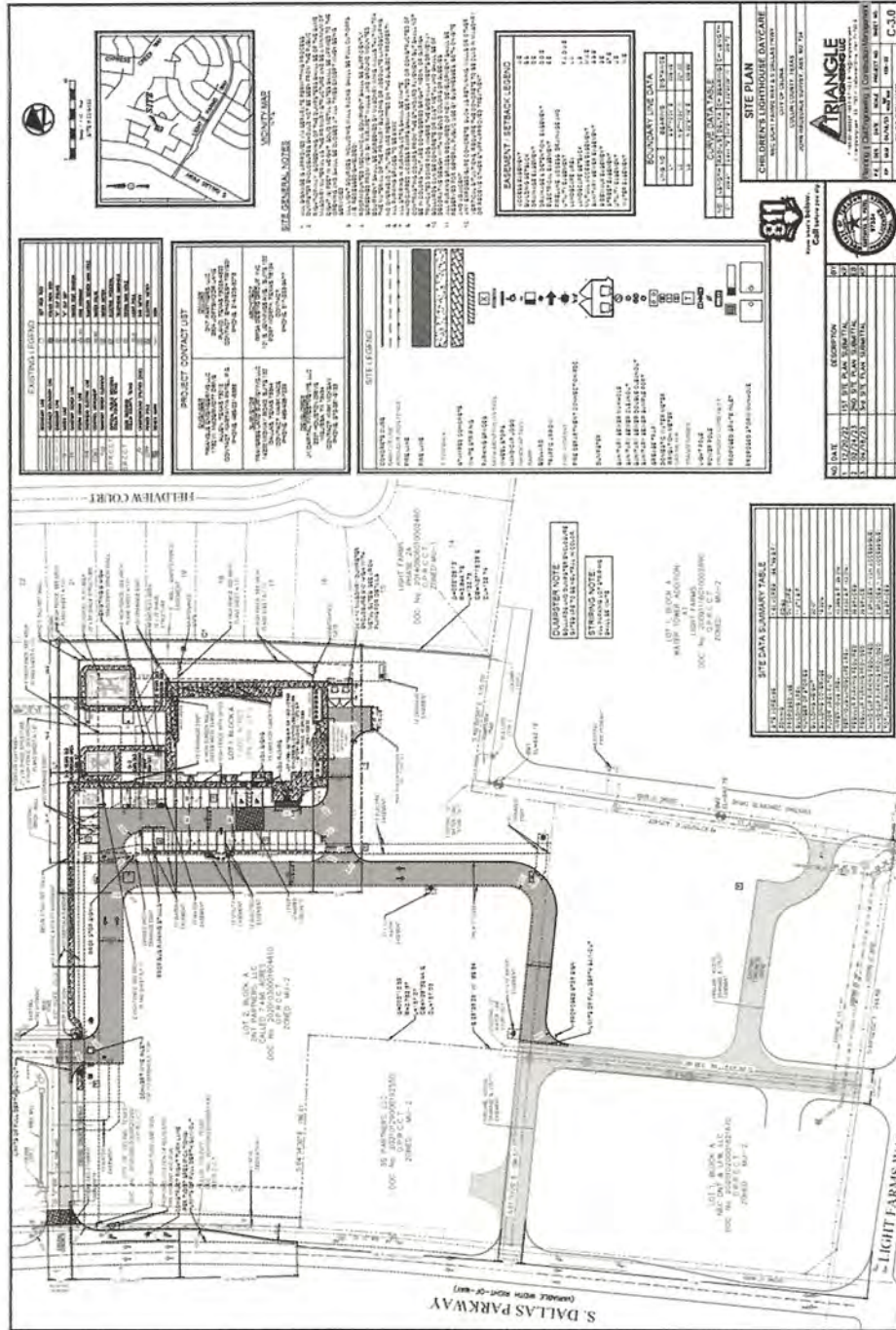


EXHIBIT C IMPROVEMENT (Right turn lane)





Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Catherine Oduro, Senior Civil Engineer
 CC: Kim Brawner, Assistant City Manager
 Date: June 13, 2023
 Re: Serenade Offsite Water and Wastewater Easements Acquisition Resolutions

Action Requested:

Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of water and wastewater easements for the installation of public infrastructure to serve the Serenade Development; and providing for an effective date. (Glasgow)

Background Information:

The Serenade development will be required to extend public infrastructure (water and wastewater) to serve their development resulting in the need for an offsite easements. These easements will be acquired by separate instrument. Even though the acquisition of the easements is the Developer's responsibility, the developer is experiencing difficulty securing these offsite easements and have requested the City's assistance. The City's assistance will not relieve the owner of the cost of purchasing the easements.

Alternatives:

City Council could choose to not provide the assistance to the Developer.

Financial Considerations:

Developer will be responsible for the cost of the acquisition.

Legal Review:

Legal counsel has reviewed the proposed resolution for compliance to state law.

Supporting Documents:

Resolution for acquisition for Offsite Water Easements
 Resolution for acquisition for Offsite Wastewater Easements

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF WASTEWATER EASEMENTS FOR THE INSTALLATION OF PUBLIC INFRASTRUCTURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for installation of public infrastructure from the western boundary of the future Serenade Development to the proposed wastewater treatment plant within the Rasor Family Ranch along Clarks Branch.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to execute purchase contracts, deeds, and easements and to discharge purchase and closing funds necessary to acquire property interests in the location identified in Exhibit "A".

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 13th day of June 2023.

ATTEST:

APPROVED:

Lauren Vaughns, City Secretary

Ryan Tubbs, Mayor

Exhibit A

<u>Property ID</u>	<u>Owner</u>	<u>Legal Description</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
2133702	Preston Road '40 Ltd	ABS A0533 W C LEWIS SURVEY, TRACT 5, 29.977 ACRES	Celina	Tx	75009
2718698	FSA & S Collin County, LLC	ABS A0533 W C LEWIS SURVEY, TRACT 6, 18.7841 ACRES	Celina	Tx	75009

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF WATER EASEMENTS FOR THE INSTALLATION OF PUBLIC INFRASTRUCTURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for installation of public infrastructure along a portion of N. Preston Road from CR 106 to Stallcup Boulevard and along the future Stallcup Boulevard from Preston Road to N. Coit Road (CR 132).

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to execute purchase contracts, deeds, and easements and to discharge purchase and closing funds necessary to acquire property interests in the location identified in Exhibit "A".

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 13th day of June 2023.

ATTEST:

APPROVED:

Lauren Vaughns, City Secretary

Ryan Tubbs, Mayor

Exhibit A

<u>Property ID</u>	<u>Owner</u>	<u>Legal Description</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
2120493	Westgate HS Celina Investments L.P.	ABS A0128 B B B & C RY CO SURVEY, TRACT 3, 132.124 ACRES	Celina	TX	75009
2814882	Glazer's real Estate, LLC.	ABS A0128 B B B & C RY CO SURVEY, TRACT 10, 30. ACRES	Celina	TX	75009
2810914	Glazer's real Estate, LLC.	ABS A0128 B B B & C RY CO SURVEY, TRACT 9, 43.998 ACRES	Celina	TX	75009



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kim Brawner, Assistant City Manager
Date: June 13, 2023
Re: Doe Branch Restoration Collin County Grant Support Resolution

Action Requested:

Consider and act on a Resolution of the City Council of the City of Celina approving the proposed Doe Branch Restoration Project for submittal to Collin County Parks and Open Space Project Funding Assistance Program, and providing for an effective date. (Oduro)

Background Information:

The City is seeking additional funding for the Doe Branch Restoration Project within Ousley Park. Collin County recently opened the application process for the Parks and Open Space Funding Assistance Program.

Financial Considerations:

If awarded, a match of 1 dollar for every dollar awarded by the County is required

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2023-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CELINA APPROVING THE PROPOSED DOE
BRANCH RESTORATION PROJECT FOR
SUBMITTAL TO COLLIN COUNTY COMMISSION'S
PARKS AND OPEN SPACE PROJECT FUNDING
ASSISTANCE PROGRAM, AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Collin County has released the Parks And Open Space Project Funding Assistance Program; and

WHEREAS, the City of Celina (the "City") desires to submit an application for grant funds from said program by July 1, 2023 to serve the Doe Branch Restoration project; and

WHEREAS, the Doe Branch Restoration Project will enable the City to better serve residents in Celina especially in the Downtown area; and

WHEREAS, the City may enter into a grant agreement with Collin County to complete the project if awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

1. The City Council of the City of Celina has reviewed and supports the proposed project; and
2. The City Council of the City of Celina approves the request for grant funds, effective immediately.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Field, City Secretary



Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Cody Webb, Director of Parks and Recreation
 CC: Kim Brawner, Assistant City Manager
 Date: June 13, 2023
 Re: Green Ribbon AFA

Action Requested:

Consider and act on a Resolution of the City Council of the City of Celina, Texas, authorizing the Acting City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Green Ribbon Program project landscaping improvements on Preston Road (SH 289) from Rountree Court to Frontier Parkway; and providing an effective date. (Webb)

Background Information:

During original construction of Preston Road, the City entered into an agreement with TxDOT for landscaping improvements. In 2021, a series of below freezing temperatures damaged plant material. The City in coordination with TxDOT has obtained funds to aid in the replacement of plant material on Preston Road from Rountree Court to Frontier Parkway.

The City will execute the Agreement and begin the bid process upon approval of the proposed Resolution.

Alternatives:

City Council may reject the proposal and give additional direction

Financial Considerations:

The City will receive \$630,000.00 from TxDOT and the remaining balance will be paid for by the City out of the Park Fee Fund.

Supporting Documents:

Resolution
Agreement

Staff Recommendation:

Staff recommends approval.

TxDOT:				Federal Highway Administration:	
CSJ #	0091-03-030;0091-04-068			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003605	CFDA Title	Highway Planning and Construction
Code Chart 64 #	07750				
Project Name	SH 289 from Rountree Ct to FM 455; SH 289 from FM 455 to Frontier Parkway			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Green Ribbon
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Celina**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292/116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape and scenic enhancements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

Attachment: Proposed Celina_TXDOT AFA (TXDOT Green Ribbon Advanced Funding Agreement Resolution)

TxDOT:				Federal Highway Administration:	
CSJ #	0091-03-030;0091-04-068			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003605	CFDA Title	Highway Planning and Construction
Code Chart 64 #	07750				
Project Name	SH 289 from Rountree Ct to FM 455; SH 289 from FM 455 to Frontier Parkway			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of landscape and scenic enhancements on SH 289 from Rountree Ct to FM 455; FM 455 to Frontier Parkway as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

TxDOT:				Federal Highway Administration:	
CSJ #	0091-03-030;0091-04-068			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003605	CFDA Title	Highway Planning and Construction
Code Chart 64 #	07750				
Project Name	SH 289 from Rountree Ct to FM 455; SH 289 from FM 455 to Frontier Parkway			AFA Not Used For Research & Development	

- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

TxDOT:				Federal Highway Administration:	
CSJ #	0091-03-030;0091-04-068			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003605	CFDA Title	Highway Planning and Construction
Code Chart 64 #	07750				
Project Name	SH 289 from Rountree Ct to FM 455; SH 289 from FM 455 to Frontier Parkway			<i>AFA Not Used For Research & Development</i>	

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

TxDOT:				Federal Highway Administration:	
CSJ #	0091-03-030;0091-04-068			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003605	CFDA Title	Highway Planning and Construction
Code Chart 64 #	07750				
Project Name	SH 289 from Rountree Ct to FM 455; SH 289 from FM 455 to Frontier Parkway			AFA Not Used For Research & Development	

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is

TxDOT:				Federal Highway Administration:	
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District #	18/DAL	AFA ID	Z00003605	CFDA Title	Highway Planning and Construction
Code Chart 64 #	07750				
Project Name	SH 289 from Rountree Ct to FM 455; SH 289 from FM 455 to Frontier Parkway			AFA Not Used For Research & Development	

let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Celina 142 N. Ohio St Celina, TX 75009	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such

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direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

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discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

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Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Kenneth Stewart
Director of Contract Services

Karla Stovall
City Manager

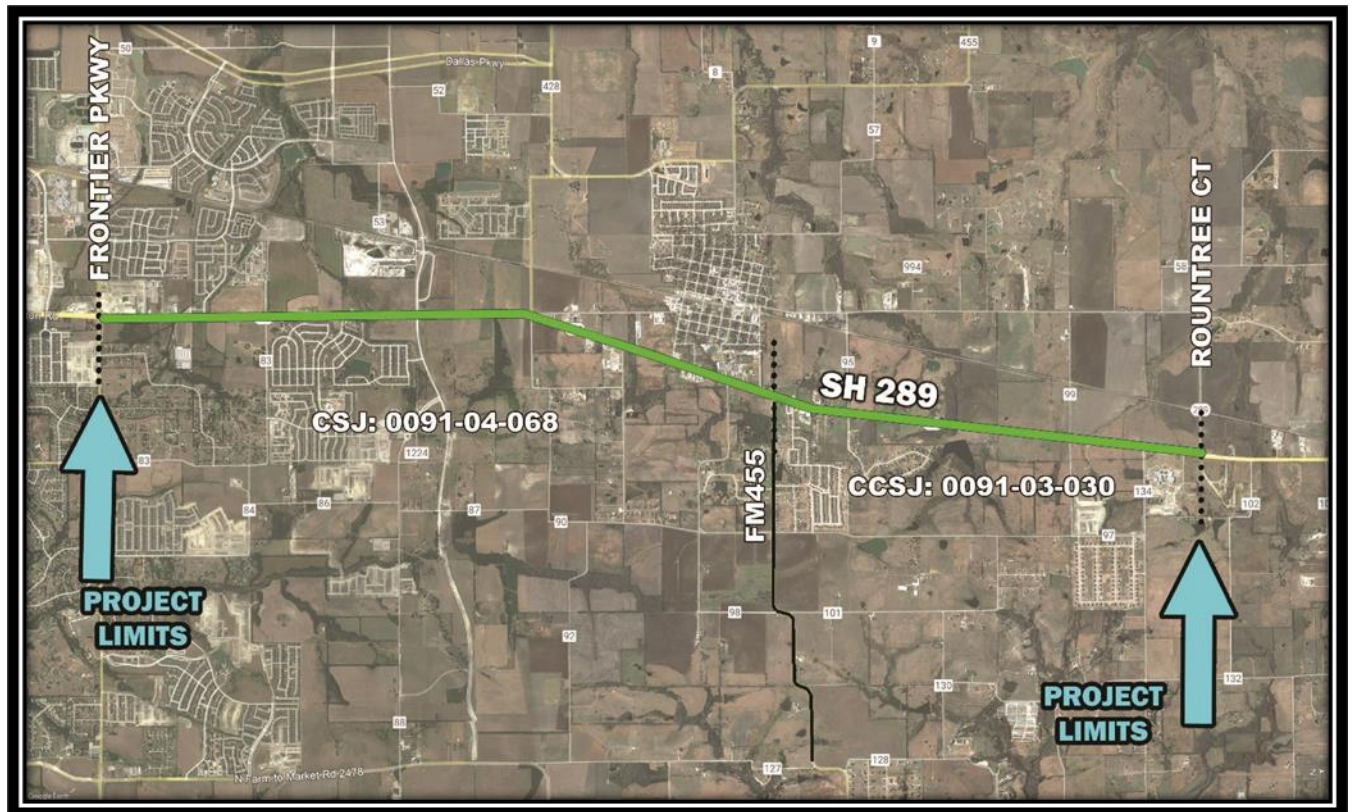
Date

Date

Attachment: Proposed Celina_TXDOT AFA (TXDOT Green Ribbon Advanced Funding Agreement Resolution)

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



CITY OF CELINA, TEXAS
FUNDING SOURCE: GREEN RIBBON FUNDING AWARD FY2023

PROJECT DESCRIPTION: LANDSCAPING AND SCENIC ENHANCEMENTS

PROJECT LIMITS:

0091-03-030 – On SH 289 from Rountree Court to FM 455
0091-04-068 – On SH 289 from FM 455 to Frontier Parkway

Attachment: Proposed Celina_TXDOT AFA (TXDOT Green Ribbon Advanced Funding Agreement Resolution)

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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost		Cost
Construction (by Local) – 0091-03-030	\$330,000.00	80%	\$264,000.00	20%	\$66,000.00	0%	\$0
Subtotal	\$315,000.00		\$252,000.00		\$63,000.00		\$0
Environmental Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Right of Way Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Engineering Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Utility Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Construction Direct State Costs	\$15,750.00	0%	\$0	100%	\$15,750.00	0%	\$0
Indirect State Cost – 4.77%	\$15,025.50	0%	\$0	100%	\$15,025.50	0%	\$0
TOTAL	\$361,525.50		\$252,000.00		\$109,525.50		\$0

Attachment: Proposed Celina_TXDOT AFA (TXDOT Green Ribbon Advanced Funding Agreement Resolution)

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Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost		Cost
Construction (by Local) – 0091-04-068	\$300,000.00	80%	\$240,000.00	20%	\$60,000.00	0%	\$0
Subtotal	\$315,000.00		\$252,000.00		\$63,000.00		\$0
Environmental Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Right of Way Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Engineering Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Utility Direct State Costs	\$3,937.50	0%	\$0	100%	\$3,937.50	0%	\$0
Construction Direct State Costs	\$15,750.00	0%	\$0	100%	\$15,750.00	0%	\$0
Indirect State Cost – 4.77%	\$15,025.50	0%	\$0	100%	\$15,025.50	0%	\$0
TOTAL	\$361,525.50		\$252,000.00		\$109,525.50		\$0
Grand Total	\$723,051.00		\$504,000.00		\$219,051.00		\$0

Initial Payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State: \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Attachment: Proposed Celina_TXDOT AFA (TXDOT Green Ribbon Advanced Funding Agreement Resolution)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE
FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE GREEN RIBBON PROGRAM PROJECT
LANDSCAPING IMPROVEMENTS ON PRESTON ROAD (SH 289) FROM
ROUNTREE COURT TO FRONTIER PARKWAY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Texas Department of Transportation's (TxDOT) Green Ribbon Program was established to allocate funds for landscaping activities including planting and establishment of trees and plants on the state highway system; and

WHEREAS, TXDOT requires recipients of Green Ribbon Program funds to enter into an Advance Funding Agreement ("AFA") prior to distribution of funds; and

WHEREAS, the City of Celina has been awarded Green Ribbon Program Project funds for landscaping improvements on Preston Road (SH 289) from Rountree Court to Frontier Parkway; and

WHEREAS, the City of Celina is authorized to enter into an AFA with TXDOT for the Green Ribbon Program;

WHEREAS, the City Council believes it to be in the best interest of the citizens of Celina to approve an AFA with TxDOT for Green Ribbon Project funding for the landscape improvements described above.

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Program, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and

WHEREAS, Rider 15 of House Bill of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state; and

WHEREAS, The Texas Transportation Commission passed Minute Order Number 115814 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as landscaping development. The portion of the project work covered by the Agreement is identified in, Scope of Work; and

WHEREAS, all legal and statutory prerequisites for the adoption of this Resolution have been met, including but not limited to the Open Meetings Act; and

Attachment: Proposed AFA Resolution-Final (TXDOT Green Ribbon Advanced Funding Agreement Resolution)

WHEREAS, the City of Celina City Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1: All matters stated herein above are found to be true and correct and are incorporated herein by reference.

SECTION 2: The City Council approves and authorizes entering into the AFA with TxDOT.

SECTION 3: The City Manager of the City of Celina, Texas is hereby authorized to execute the AFA, which is attached hereto and incorporated herein, and to exercise the rights and duties of the City thereunder in order to receive funding through the Green Ribbon Program for landscaping improvements along Preston Road (SH 289).

SECTION 4: This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide

DULY PASSED by the City Council of the City of Celina, Texas on this _____ day of _____, 2023.

City of Celina, Texas

APPROVED:

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

By: _____
Julie Fort, City Attorney

Attachment: Proposed AFA Resolution-Final (TXDOT Green Ribbon Advanced Funding Agreement Resolution)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Andy Glasgow, Director of Engineering
 CC: Kim Brawner, Assistant City Manager
 Date: June 13, 2023
 Re: Colorado Drive and Arizona Drive Easements Acquisition Resolution

Action Requested:

Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents necessary to effectuate the acquisition of wastewater easements, drainage easements, slope easements and temporary construction easements for the Colorado Drive and Arizona Drive (from the intersection of Cedar Street and Arizona Drive to approximately 180 linear feet east of Colorado Drive) project; and providing for an effective date. (Glasgow)

Background Information:

Staff is working on the acquisition of easements for the above reference project and intends to utilize the City's power of condemnation as a final resort; however, this drainage and wastewater easement is critical infrastructure and is necessary for conveying storm runoff and wastewater flows within the City and its environs. Upon approval of this Resolution, offer letters will be sent to each property owner at the stated appraised value with a copy of the approved resolution and appraisal.

Alternatives:

City Council could choose to not proceed with the proposed resolution of acquisition.

Financial Considerations:

Funding is available through bonds funds. Expenditures will not exceed funds appropriated and funds will be committed at the time of acquisition.

Legal Review:

Legal counsel has reviewed the proposed resolution for compliance to state law.

Supporting Documents:

Resolution
 Project Easement Exhibit

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF DRAINAGE EASEMENTS, WASTEWATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE COLORADO DRIVE AND ARIZONA DRIVE IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for the Colorado Drive and Arizona Drive Improvements Project.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to execute purchase contracts, deeds and easements and to disburse purchase and closing funds necessary to acquire property interests in the locations identified in the attached Exhibit "A" on behalf of the City of Celina, and further the City Manager is authorized to execute any other documents required to acquire the property interest reflected in Exhibit "A".

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 13th day of June 2023.

ATTEST:

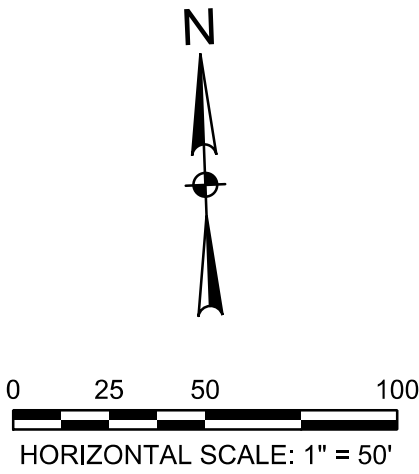
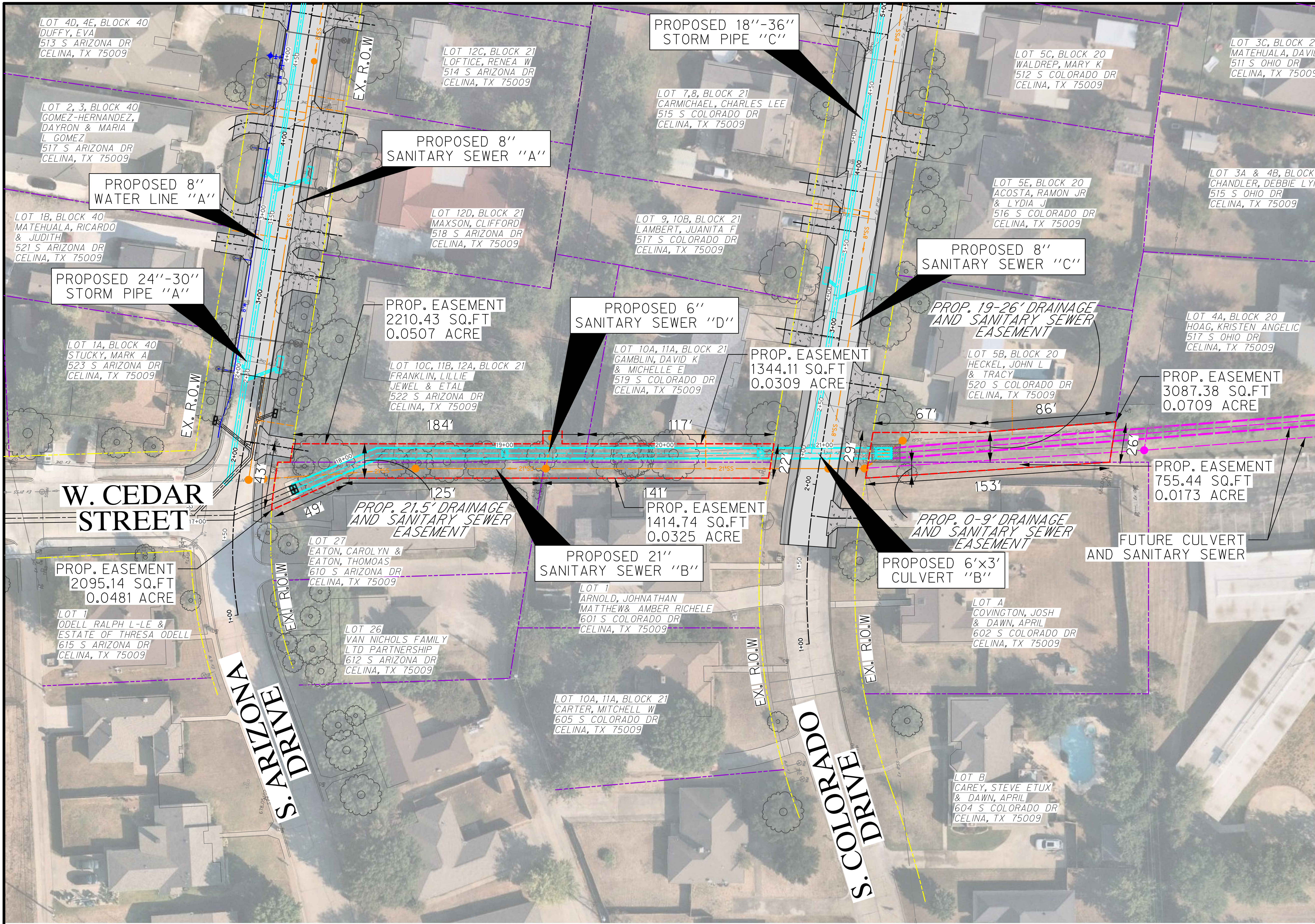
Lauren Vaughns, City Secretary

APPROVED:

Ryan Tubbs, Mayor

Exhibit A

<u>Property ID</u>	<u>Owner</u>	<u>Legal Description</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
979221	GAMBLIN DAVID K & MICHELLE E	CELINA ORIGINAL DONATION, BLOCK 21, LOT 10A & 11A, ACRES 0.2820	Celina	TX	75009
979123	HECKEL JOHN L & TRACY	CELINA ORIGINAL DONATION, BLOCK 20, LOT 5B	Celina	TX	75009
1526441	ARNOLD JOHNATHAN MATTHEW & AMBER RICHELE	WINN ADDITION, LOT 1	Celina	TX	75009
1526511	WOODWARD JAMES A & MACKENZIE	WINN ADDITION, LOT A	Celina	TX	75009
1864619	EATON CAROLYN & EATON THOMAS R ETAL	WINN ADDITION SECTION II, LOT 27	Celina	TX	75009
979249	FRANKLIN LILLIE JEWEL & ETAL	CELINA ORIGINAL DONATION, BLOCK 21, LOT 12A 10C & 11B	Celina	TX	75009



LEGEND

- PROPOSED EASEMENT
- EXISTING PROPERTY LINE
- EXISTING R.O.W LINE

NO.		REVISION		DATE		BB DESIGNED		SCALE		 HALFF[®] 3803 PARKWOOD BLVD, SUITE 800 FRISCO, TEXAS 75034-8641 TEL (214) 618-4570 FAX (214) 739-0095		PRELIMINARY - FOR INTERIM REVIEW ONLY These documents are for Interim Review and not Intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of: Brent A. BillingtonPE# 1218743/22/2023 TBPELS FIRM #F-312Date			 CELINA TEXAS EST. 1876 Life Connected.		EASEMENT EXHIBIT BEGIN TO END		SHEET 1	
DRAWN		1"=50'		DOWNTOWN STREET AND DRAINAGE IMPROVEMENTS		CITY BID No. RFB11-***														
						BB CHECKED		AVO: 52335 FILE: 52335-EXHIBIT-01.dgn												

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Packet Pg. 175



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: TNMP Route Resolution

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, regarding the proposed transmission line routes for the Texas-New Mexico Power Company (TNMP). (TNMP Route Resolution) (Colakovic)

Background Information:

Please see the attached resolution for consideration of the proposed routes for the Texas-New Mexico Power Company (TNMP) transmission lines.

Supporting Documents:

Draft Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS OPPOSING CERTAIN ROUTES AND NOT OPPOSING OTHER CERTAIN ROUTES FOR TEXAS- NEW MEXICO POWER COMPANY'S PROPOSED TRANSMISSION LINE

WHEREAS, Texas-New Mexico Power Company ("TNMP") is proposing to construct a new 138 kV transmission line from a proposed Pilot Point substation in Collin, Denton, or Grayson Counties; and

WHEREAS, the City Council of the City of Celina, Texas (the "City") believes the proposed new transmission line is in the public interest in order to improve the reliability of electric service delivered to residents in or near the City, but opposes certain routes of the transmission line; and

WHEREAS, Exhibit A shows five proposed routes making up the transmission line; and

WHEREAS, the City of Celina City Council is not opposed to one proposed route, but opposes the other proposed routes of the transmission line.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS THAT:

Section 1. Recitals Incorporated

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Proposed Routes Opposition

The City Council of the City hereby opposes or does not oppose, with reasons described, the following proposed routes for the TNMP transmission line as depicted in Exhibit A:

1. City opposes Route 1 (3A – 3B – 3H – 3I – 3J-3K)
 - a. Reasons for opposition:
 - i. Transmission Line affects multiple SFR neighborhoods – Cross Creek Meadows, Glendenning Ranch
 - ii. Crosses Collin County Outer Loop
 - iii. Runs along DNT and affects future master plan water & wastewater infrastructure
2. City opposes Route 2 (3F – 3C – 3G – 3D – 2C – 2E – 2G- 2H)
 - a. Reasons for opposition:
 - i. Transmission Line affects multiple SFR neighborhoods – Eland Ranch, Parks at Wilson Creek, Heritage
 - ii. Splits multiple property owners
 - iii. Affects infrastructure along Coit Rd
 - iv. Affects infrastructure and gas lines along W GA Moore Pkwy
 - v. Runs along DNT and affects infrastructure

3. City opposes Route 3 (3D – 2C – 2E – 2F)
 - a. Reasons for opposition:
 - i. Transmission Line affects multiple SFR neighborhoods – Eland Ranch, Parks at Wilson Creek, Legacy Hills, Robinson, Rasor Ranch
 - ii. Affects infrastructure along Coit Rd
 - iii. Affects master plan water infrastructure along Celina Pkwy
4. City opposes Route 4 (3D – 2C – 2D – 2A – 2B)
 - a. Reasons for opposition:
 - i. Transmission Line affects DC Ranch, Chalk Hill, Eland Ranch
 - ii. Transmission Line splits 4 Winds Property (existing air strip)
 - iii. Affects existing infrastructure on CR 134
 - iv. Splits multiple property owners
5. City has no opposition to Route 5 (1A – 1B – 1D – 1F – 1I – 1K)
 - a. The City has no opposition to Route 5 on the map (1A-1B-1D-1F-1I-1K), in order to support the rapid load growth in the area, and to increase the reliability of electric service in the area.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ____ day of _____ 2023.

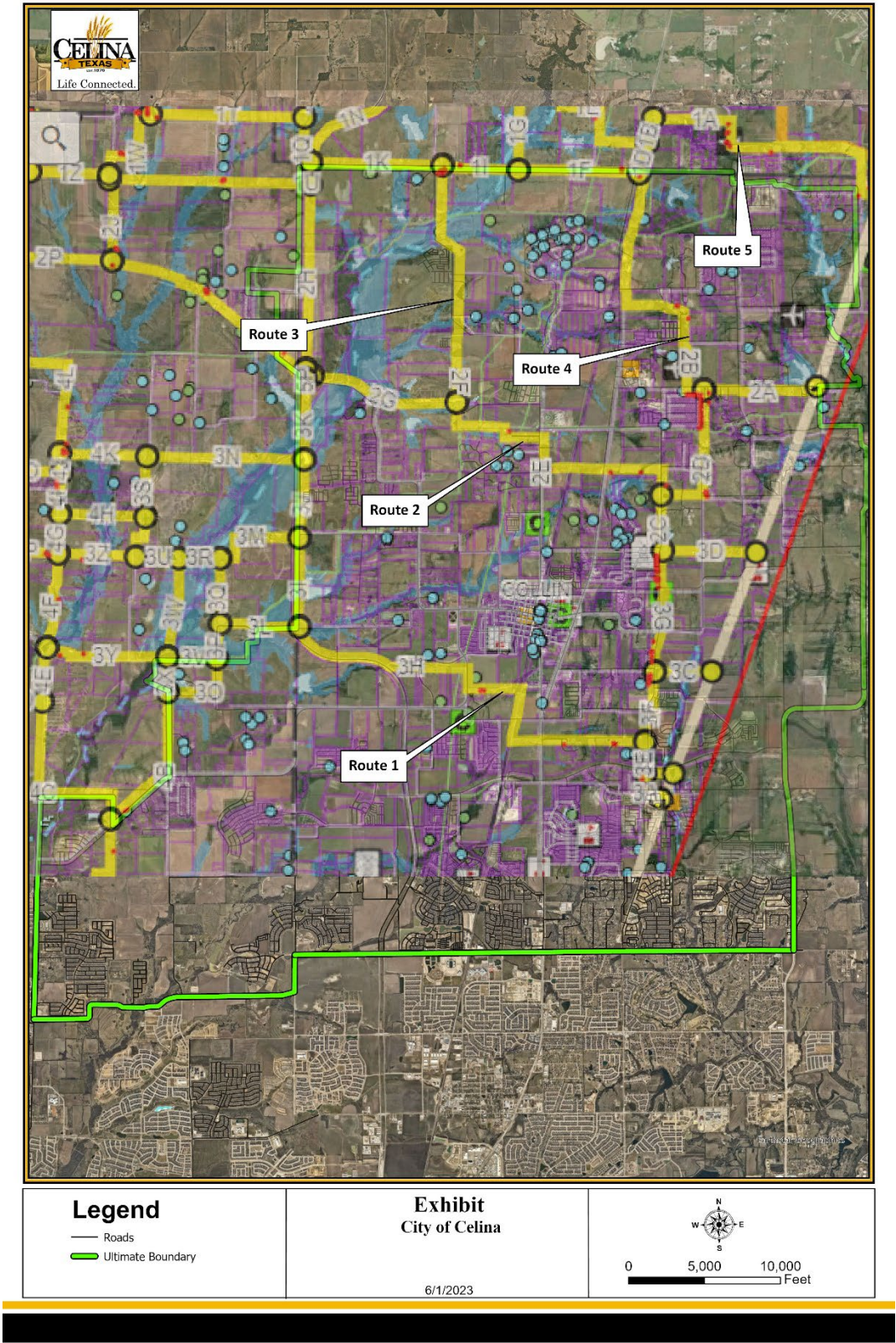
ATTEST:

APPROVED:

Lauren Vaughns, City Secretary
City of Celina, Texas

Ryan Tubbs, Mayor
City of Celina, Texas

Exhibit A



Attachment: Draft Resolution (TNMP Route Resolution)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: CR 100 to East GA Moore Parkway Name Change Resolution

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename County Road 100 to East GA Moore Parkway. (CR 100 to East GA Moore Parkway Name Change Resolution) (Colakovic)

Background Information:

County Road 100 is being renamed to East GA Moore Parkway. Exhibit A of the attached Resolution shows which portion of County Road 100 is being renamed.

Supporting Documents:

Draft Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CELINA, TEXAS, RENAMING COUNTY ROAD
100 TO EAST GA MOORE PKWY**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: The following street names shall be changed effective June 13th, pending corresponding City Council approval. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 100, from the intersection with N Preston Rd as its Western Boundary, to the intersection with County Road 97 as its Eastern Boundary, shall become East GA Moore Pkwy, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

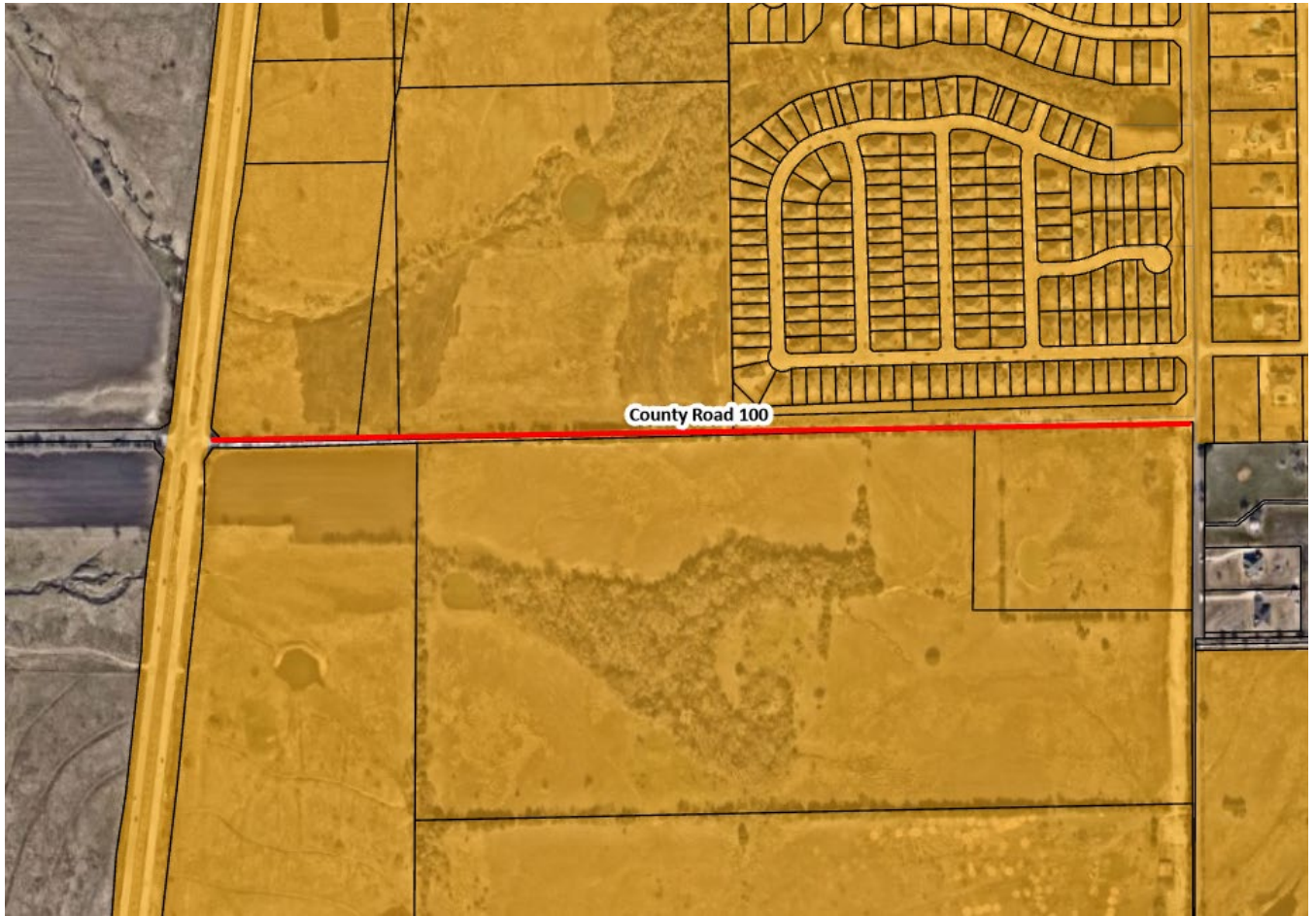
[SEAL]

APPROVED AS TO FORM:

Attachment: Draft Resolution (CR 100 to East GA Moore Parkway Name Change Resolution)

Julie Fort, Attorney for the City
City of Celina, Texas

Exhibit "A"
Proposed County Road 100 Renaming Limits



Attachment: Draft Resolution (CR 100 to East GA Moore Parkway Name Change Resolution)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: CR 93 to Lynn Stambaugh Parkway Name Change Resolution

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename County Road 93 to Lynn Stambaugh Parkway. (CR 93 to Lynn Stambaugh Parkway Name Change Resolution) (Colakovic)

Background Information:

County Road 93 is being renamed to Lynn Stambaugh Parkway. Exhibit A of the attached resolution shows which portion of County Road 93 is being renamed.

Supporting Documents:

Draft Resolution

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CELINA, TEXAS, RENAMING COUNTY ROAD
93 TO LYNN STAMBAUGH PKWY**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: The following street names shall be changed effective June 13th, pending corresponding City Council approval. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 93, from the intersection with N Preston Rd as its Eastern Boundary, to the intersection with Shadetree Ln as its Western Boundary, shall become Lynn Stambaugh Parkway, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Attachment: Draft Resolution (CR 93 to Lynn Stambaugh Parkway Name Change Resolution)

Julie Fort, Attorney for the City
City of Celina, Texas

Exhibit "A"
Proposed County Road 93 Renaming Limits



Attachment: Draft Resolution (CR 93 to Lynn Stambaugh Parkway Name Change Resolution)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Chalk Hill Ph. 2 PID - Pre-SAP

Action Requested:

Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phases #2-3 Direct Improvements to be financed within Phases #2-3 of the Chalk Hill Public Improvement District; approving a preliminary service plan and assessment plan, including the proposed assessment roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on July 11, 2023, to consider an ordinance levying assessments on property located within Phases #2-3 of the Chalk Hill Public Improvement District. (Chalk Hill Ph. 2 - PID - Pre-SAP) (Pollard)

Background:

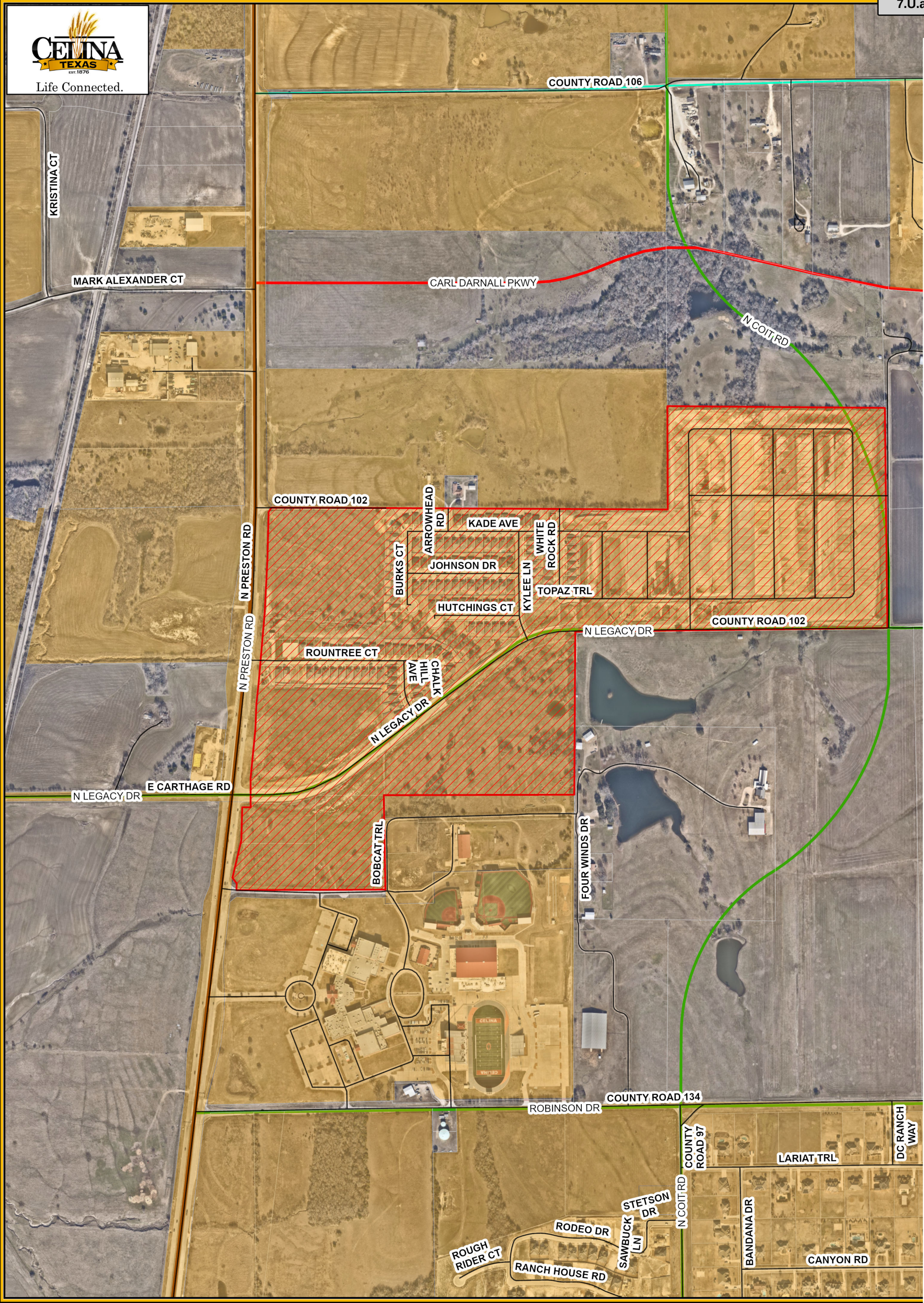
Please refer to the attachments for additional information.

Supporting Documents:

Location Map
Draft Resolution

Staff Recommendation:

Staff recommends approval.

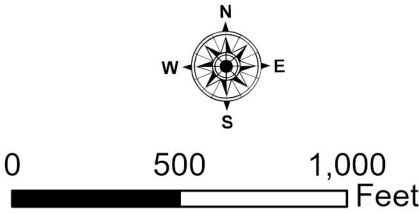


Legend

- City Limits
- Roads
- Parcels
- Subject Property

Chalk Hill
Location Map
City of Celina

2/3/2023



Attachment: Location Map (Chalk Hill Ph. 2 PID - Pre-SAP)

CITY OF CELINA, TEXAS

RESOLUTION NO. 2023-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PHASES #2-3 DIRECT IMPROVEMENTS TO BE FINANCED WITHIN THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN UPDATED FOR THE PHASES #2-3 DIRECT IMPROVEMENTS, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR JULY 11, 2023 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASES #2-3 OF THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act") authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and the extraterritorial jurisdiction of the City; and

WHEREAS, on December 12, 2017, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the corporate limits of the City; and

WHEREAS, on December 12, 2017, the City Council adopted Resolution No. 2017-212R (the "Authorization Resolution"), authorizing, establishing, and creating the "Chalk Hill Public Improvement District No. 2" (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of bonds for the District to finance up to \$20,000,000.00 of certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, pursuant to ordinances adopted by the City Council on March 23, 2018, the City Council approved the Chalk Hill Public Improvement District No. 2 Service and Assessment Plan, including the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll (the "Original SAP"), levied special assessments for the construction of the Major Improvements against property within the District, levied special assessments for the construction of the Phase #1 Improvements against property within Phase #1 of the District, and established a lien on such property; and

WHEREAS, the Original SAP has been updated annually since its adoption in accordance with the provisions of the PID Act; and

WHEREAS, the City Council and the City staff have been presented a “Chalk Hill Public Improvement District No. 2 Preliminary Service and Assessment Plan as updated for Phases #2-3 Direct Improvements”, including a proposed assessment roll attached thereto (the “Preliminary Updated SAP”), relating to certain assessments proposed to be levied against property within Phases #2-3 of the District that benefit from certain Authorized Improvements which only benefit the property within Phases #2-3 of the District (the “Phases #2-3 Direct Improvements”). A copy of the Preliminary Updated SAP is (i) attached hereto as **Exhibit A**, (ii) is incorporated herein for all purposes, (iii) identifies the area constituting the District, (iv) identifies the area constituting Phases #2-3 of the District, (v) identifies the costs of the Phases #2-3 Direct Improvements, and (vi) sets forth the proposed assessment roll for Phases #2-3 of the District related to the Phases #2-3 Direct Improvements (the “Proposed Assessment Roll”); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of certain Phases #2-3 Direct Improvements to be financed by the District at this time and the Proposed Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phases #2-3 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Assessment Roll be filed with the municipal secretary of the City (the “City Secretary”), and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments against the benefitted property within Phases #2-3 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AS FOLLOWS:

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

SECTION 2. The City Council does hereby accept the Preliminary Updated SAP for the District, including the Proposed Assessment Roll, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Phases #2-3 Direct Improvements to be financed by the District are as set forth in Table IV-B of the Preliminary Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phases #2-3 Direct Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Phases #2-3 of the District that benefits from the Phases #2-3 Direct Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Updated SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **July 11, 2023, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will

consider an ordinance levying the assessments as special assessments on property located within Phases #2-3 of the District that benefits from the Phases #2-3 Direct Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **July 11, 2023**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **June 30, 2023**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **June 30, 2023**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **July 11, 2023**, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, providing notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **July 11, 2023** meeting of the City Council.

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

[Remainder of Page Intentionally Left Blank]

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 13th day of June, 2023.

Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

EXHIBIT A
PRELIMINARY SAP

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

CHALK HILL PUBLIC IMPROVEMENT DISTRICT No. 2

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

March 23, 2018

As updated for Phases #2-3 Direct Improvements on June
13, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

CHALK HILL

PUBLIC IMPROVEMENT DISTRICT No. 2

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On December 12, 2017 (the “Creation Date”) the City Council of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2017-212R approving and authorizing the creation of the Chalk Hill Improvement District No. 2 (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID (the “Authorized Improvements”), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all the property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Chalk Hill Public Improvement District No. 2 Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code.” Additionally, the PID Act requires that “the governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

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

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

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

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

“Additional Interest Component” means the amount collected by application of the Additional Interest.

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

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto,

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

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including interest, as shown on the Assessment Rolls attached hereto as Appendix G, Appendix H, and Appendix I, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest collected for the Prepayment and Delinquency Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in the fourth paragraph of Section IV of this Service and Assessment Plan.

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

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

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

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, and/ or the Phases #2-3 Direct Improvement Assessment Roll for the development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

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

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

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

“Developer” means MM Chalk Hill, LLC, a Texas limited liability company.

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

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

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

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Maximum Assessment Per Unit” means the Assessment amount per Lot shown in Section V.E.

“Major Improvements” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

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

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phase #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update. The Phase #1 Assessment Roll was previously included as Appendix E to the prior draft of this Service and Assessment Plan.

“Phase #1 Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Chalk Hill Public Improvement District No. 2 Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenues.

“Phase #1 Direct Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

“Phase #1 Improvements” mean (i) the pro rata share of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“Phases #2-3” means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2-3 Assessed Property” means, for any year, all Parcels within the PID other than (i) Non-Benefited Property, and (ii) Parcels within Phase #1.

“Phases #2-3 Direct Improvements” mean the Authorized Improvements which only benefit Phases #2-3 Assessed Property, which are described in Section III.D.

“Phases #2-3 Direct Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Assessed Property, or the Annual Installments thereof, for the Phases #2-3 Direct Improvements.

“Phases #2-3 Direct Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix I, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2-3 Direct Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project)" that are secured primarily by Phases #2-3 Direct Improvement Assessment Revenues.

“Phases #2-3 Direct Improvement Reimbursement Agreement” means that certain Chalk Hill Public Improvement District No. 2 Reimbursement Agreement dated as of [REDACTED], 2023 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phases #2-3 Direct Improvements and the City agrees to reimburse the Developer from a portion of the Phases #2-3 Direct Improvement Assessment Revenues for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act. In the indenture related to the Phases #2-3 Direct Improvement Bonds, the City reserved the right to issue an additional series of Bonds secured by the Phases #2-3 Direct Improvement Assessment Revenues to satisfy the obligation under the Phases #2-3 Direct Improvement Reimbursement Agreement.

“Phases #2-3 Major Improvements” mean the pro rata portion of the Major Improvements allocable to Phases #2-3, which are described in Section III.B

“Phases #2-3 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Assessed Property, or the Annual Installments thereof, for the Phases #2-3 Major Improvements.

“Phases #2-3 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update. The Phases #2-3 Major Improvement Area Assessment Roll was previously included as Appendix D to the prior draft of this Service and Assessment Plan.

“Phases #2-3 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Major Improvement Projects)" that are secured primarily by Phases #2-3 Major Improvement Assessment Revenues.

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

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

“PD #43” means Planned Development District, #43 passed and approved by the City pursuant to Ordinance No 2010-26 dated as of April 12, 2010.

“Prepayment and Delinquency Reserve” has the meaning set forth in Section V.G of this Service and Assessment Plan.

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

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

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

“TIRZ No. 10” means the Tax Increment Reinvestment Zone No. 10, City of Celina, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 10 Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 10 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI of this Service and Assessment Plan.

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 94.827 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 441 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (441) is based upon the proposed development plan.

The property within the PID is proposed to be developed as shown in Table II-A:

Table II-A
Proposed Development within the PID

Proposed Development	Units
50 Ft Lot	441
Total	441

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 38.866 acres and consists of 157 single family residential units, developed as Phase #1, as further described in Section III.C. A map of the property within Phase #1 that depicts the boundaries of each proposed Phase is shown in Appendix A.

The property within the Phase #1 is developed as shown in Table II-B:

Table II-B
Development – Phases #1

Development	Units
50 Ft Lot	157
Total	157

C. PROPERTY INCLUDED IN PHASES #2-3

Phases #2-3 consists of approximately 55.961 acres and is projected to consist of 284 single family residential units, to be developed as Phases #2-3, as further described in Section III.B. and Section III.D. A map of the property within Phases #2-3 that depicts the boundaries of the proposed Phases is shown in Appendix A and further described in Appendix D.

The property within Phases #2-3 is proposed to be developed as shown in Table II-C:

Table II-C
Proposed Development – Phases #2-3

Proposed Development	Units
50 Ft Lot	284
Total	284

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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

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

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and
- (xiv) payment of expenses incurred in the establishment, administration, and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the

diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of lots.

The Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Major Improvements are shown in Table III-A.

Road Improvements:

The major roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water Distribution System Improvements:

The major water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The major sanitary sewer collection system improvements within consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Storm Drainage Collection System Improvements:

The major storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-A shows the Actual Costs of the Major Improvements.

Table III-A
Actual Costs – Major Improvements

Authorized Improvements	Phases #2-3 Proportional Share of Major Improvement Costs	Phase #1 Proportional Share of Major Improvement Costs	Total Major Improvement Costs¹
Roadway improvements	\$551,582	\$304,924	\$856,506
Water improvements	\$181,182	\$100,161	\$281,343
Sanitary sewer improvements	\$1,139,074	\$629,699	\$1,768,773
Storm drainage improvements	\$367,857	\$203,358	\$571,215
Soft costs and miscellaneous soft costs	\$400,788	\$221,562	\$622,350
Total Major Improvement Costs	\$2,640,483	\$1,459,704	\$4,100,187

¹See Section V.C and Table V-A for allocation of Actual Costs of the Major Improvements to Phase #1 and Phases #2-3.

C. DESCRIPTIONS AND COSTS OF PHASE #1 DIRECT IMPROVEMENTS

The Phase #1 Direct Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Direct Improvements are shown in Table III-B.

Road Improvements:

The Phase #1 Direct Improvements roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water Distribution System Improvements:

The Phase #1 Direct Improvements water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The Phase #1 Direct Improvements sanitary sewer collection system improvements within consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Storm Drainage Collection System Improvements:

The Phase #1 Direct Improvements storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-B shows the Actual Costs of the Phase #1 Direct Improvements.

Table III-B
Actual Costs – Phase #1 Direct Improvements

Authorized Improvements	Total Phase #1 Direct Improvement Costs
Roadway improvements	\$1,151,859
Water improvements	\$473,357
Sanitary sewer improvements	\$567,943
Storm drainage improvements	\$559,243
Soft costs and miscellaneous soft costs	\$216,291
Total Estimated Phase #1 Direct Improvement Costs	\$2,968,693

¹See Section V.C. and Table V-A for allocation of Major Improvement costs to Phase #1.

Additional details of the Phase #1 Direct Improvements, including the portion of the Major Improvements allocated to Phase #1 are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The costs shown in Tables III-A and III-B are Actual Costs. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

D. DESCRIPTIONS AND COSTS OF PHASES #2-3 DIRECT IMPROVEMENTS

The Phases #2-3 Direct Improvements descriptions are presented below as provided by the project engineer. The estimated costs of the Phases #2-3 Direct Improvements are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

Onsite

The onsite roadway portion of the Phases #2-3 Direct Improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All onsite roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Offsite

The offsite roadway portion of the Phases #2-3 Direct Improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All onsite roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Distribution System Improvements:

Onsite

The onsite water distribution system portion of the Phases #2-3 Direct Improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The onsite water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Offsite

The offsite water distribution system portion of the Phases #2-3 Direct Improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The onsite water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The sanitary sewer collection system portion of the Phases #2-3 Direct Improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Collection System Improvements:

Onsite

The onsite storm drainage collection system portion of the Phases #2-3 Direct Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The onsite storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Offsite

The offsite storm drainage collection system portion of the Phases #2-3 Direct Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The onsite storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Costs:Onsite

The onsite soft and miscellaneous costs portion of the Phases #2-3 Direct Improvements consist of costs related to designing, constructing, and installing the Phases #2-3 Direct Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction staking, construction management, contingency, and soft other costs associated with financing the Phases #2-3 Direct Improvements.

Offsite

The offsite soft and miscellaneous costs portion of the Phases #2-3 Direct Improvements consist of costs related to designing, constructing, and installing the Phases #2-3 Direct Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction staking, construction management, contingency, and soft other costs associated with financing the Phases #2-3 Direct Improvements.

Table III-C
Estimated Phases #2-3 Direct Improvement Costs

Authorized Improvements	Estimated Onsite Phases #2-3 Direct Improvement Costs	Estimated Offsite Phases #2-3 Direct Improvement Costs	Total Estimated Phases #2-3 Direct Improvement Costs
Roadway improvements	\$2,171,891	\$1,046,339	\$3,218,230
Water improvements	\$1,230,309	\$284,421	\$1,514,730
Sanitary sewer improvements	\$939,214	\$0	\$939,214
Storm drainage improvements	\$851,113	\$104,656	\$955,769
Other soft and miscellaneous costs	\$1,822,376	\$503,776	\$2,326,152
Total Estimated Phases #2-3 Direct Improvement Costs	\$7,014,903	\$1,939,192	\$8,954,095

Note: Costs provided by Peloton Land Solutions.

¹ See Section V.C. and Table V-A for allocation of Major Improvement costs to Phases #2-3.

Additional details of the Phases #2-3 Direct Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The costs shown in III-C are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements paid for by the same Assessment (i.e., the improvements for the benefit of property within the PID).

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. The Major Improvements were completed and accepted by the City in the first quarter of 2021. The Phase #1 Improvements were completed and accepted by the City in the first quarter of 2021. The Phases #2-3 Direct Improvements are anticipated to be completed and accepted by the City in the fourth quarter of 2023.

The Actual Costs for the Phases #2-3 Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Phases #2-3 Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Major Improvements and Phase #1 Improvements is \$9,407,606 as shown in Table IV-A.

The estimated costs for Phases #2-3 Direct Improvements plus costs related to the issuance of the Bonds, in one or more series, allocable to Phases #2-3 Direct Improvements is \$10,960,510 as shown in Table IV-B.

The sources and uses of funds shown in Table IV-A and Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Phases #2-3 Major Improvement Bonds and Phase #1 Bonds were issued in 2018 to finance the Phases #2-3 Major Improvements and Phase #1 Improvements, respectively. Table IV-A shows the sources and uses of the Phases #2-3 Major Improvement Bonds and Phase #1 Bonds. The Phase #1 Bonds were issued to finance a portion of the Phase #1 Improvements, including costs to issue the Phase #1 Bonds, as shown in Table IV-A. Proceeds of the Phase #1 Bonds were used to construct or acquire a portion of the Phase #1 Improvements. The Phases #2-3 Major Improvement Area Bonds were issued to finance a portion of the Phases #2-3 Major Improvements, including costs to issue the Phases #2-3 Major Improvement Area Bonds, as shown in Table IV-A. Proceeds of the Phases #2-3 Major Improvement Area Bonds were used to construct or acquire a portion of the Phase #2-3 Major Improvements.

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Table IV-A
Sources and Uses – Phases #2-3 Major Improvements and Phase #1 Improvements

Sources of Funds	Phases #2-3 Major Improvement Bonds	Phase # 1 Improvement Bonds	Total
Par amount	\$3,690,000	\$4,325,000	\$8,015,000
Other funding sources	\$179,859	\$1,212,747	\$1,392,606
Total Sources	\$3,869,859	\$5,537,747	\$9,407,606
Uses of Funds			
<i>Major Improvements</i>			
Road improvements	\$551,582	\$304,924	\$856,506
Water distribution system improvements	\$181,182	\$100,161	\$281,343
Sanitary sewer improvements	\$1,139,074	\$629,699	\$1,768,773
Storm drainage improvements	\$367,857	\$203,358	\$571,215
Other soft and miscellaneous costs	\$400,788	\$221,562	\$622,350
<i>Subtotal: Major Improvements¹</i>	<i>\$2,640,483</i>	<i>\$1,459,704</i>	<i>\$4,100,187</i>
<i>Phase #1 Direct Improvements</i>			
Road improvements	\$0	\$1,151,859	\$1,151,859
Water distribution system improvements	\$0	\$473,357	\$473,357
Sanitary sewer improvements	\$0	\$567,943	\$567,943
Storm drainage improvements	\$0	\$559,243	\$559,243
Other soft and miscellaneous costs	\$0	\$216,291	\$216,291
<i>Subtotal: Phase #1 Direct Improvements</i>	<i>\$0</i>	<i>\$2,968,693</i>	<i>\$2,968,693</i>
<i>Bond Issuance Costs</i>			
Capitalized interest	\$583,315	\$374,683	\$957,998
Reserve fund	\$296,150	\$330,313	\$626,463
Administrative expense fund	\$25,000	\$30,000	\$55,000
Other costs of issuance including underwriter's discount	\$319,911	\$369,354	\$689,265
<i>Subtotal: Bond Issuance Costs</i>	<i>\$1,224,376</i>	<i>\$1,104,350</i>	<i>\$2,328,726</i>
<i>Agricultural exemption foreclosure reserve</i>	<i>\$5,000</i>	<i>\$5,000</i>	<i>\$10,000</i>
Total Uses	\$3,869,859	\$5,537,747	\$9,407,606

Note: Phase #1 Improvements include the Authorized Improvements listed under the Phase #1 Improvements heading plus the estimated \$1,459,704 pro rata share of the Major Improvements allocated to Phase #1.

¹See Section V.C and Table V-A for allocation of Actual Costs of the Major Improvements to Phase #1 and Phases #2-3.

The Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement are shown in Table IV-B. The Phases #2-3 Direct Improvement Bonds are anticipated to be issued in 2023 and Phases #2-3 Direct Improvement Reimbursement Agreement is expected to be entered into in 2023 and will collectively be used to pay and/or reimburse the Developer for a portion of the costs of the Phases #2-3 Direct Improvements.

Table IV-B
Estimated Sources and Uses of Funds – Phases #2-3 Direct Improvements

Sources of Funds	Phases #2-3 Direct Improvement Bonds	Phases #2-3 Direct Improvement Reimbursement Agreement	Total
Par amount	\$7,633,000	\$0	\$7,633,000
Assessment amount	\$0	\$1,612,000	\$1,612,000
Other funding sources	\$0	\$1,715,510	\$1,715,510
Total Sources	\$7,633,000	\$3,327,510	\$10,960,510
Uses of Funds			
<i>Phases #2-3 Direct Improvements</i>			
Road improvements	\$2,022,275	\$1,195,955	\$3,218,230
Water distribution system improvements	\$951,828	\$562,902	\$1,514,730
Sanitary sewer improvements	\$590,184	\$349,030	\$939,214
Storm drainage improvements	\$600,587	\$355,182	\$955,769
Other soft and miscellaneous costs	\$1,461,710	\$864,442	\$2,326,152
<i>Subtotal Phases #2-3 Direct Improvements</i>	<i>\$5,626,585</i>	<i>\$3,327,510</i>	<i>\$8,954,095</i>
<i>Bond Issuance Costs</i>			
Capitalized interest	\$496,145	\$0	\$496,145
Reserve fund	\$763,300	\$0	\$763,300
Administrative expense fund	\$60,000	\$0	\$60,000
Other costs of issuance including underwriter's discount	\$686,970	\$0	\$686,970
<i>Subtotal: Bond Issuance Costs</i>	<i>\$2,006,415</i>	<i>\$0</i>	<i>\$2,006,415</i>
Total Uses	\$7,633,000	\$3,327,510	\$10,960,510

B. PROJECTED FIVE -YEAR SERVICE AND ASSESSMENT PLAN

Phases #2-3 Major Improvements

The annual projected costs and annual projected indebtedness for the Phases #2-3 Major Improvement Bonds is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-C
Annual Projected Costs and Annual Projected Indebtedness – Phases #2-3 Major Improvements

Assessment Year Ending	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments – Phases #2-3 Major Improvement Bonds
2022 & Prior	\$3,869,859	\$3,690,000	\$179,859	\$774,637
2023	\$0	\$0	\$0	\$345,431
2024	\$0	\$0	\$0	\$339,667
2025	\$0	\$0	\$0	\$340,955
2026	\$0	\$0	\$0	\$341,898
2027	\$0	\$0	\$0	\$337,496
2028	\$0	\$0	\$0	\$338,106
Total	\$3,869,859	\$3,690,000	\$179,859	\$2,818,189

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phases #2-3 Major Improvements shown in Table III-A and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1 Improvements

The annual projected costs and annual projected indebtedness for the Phase #1 Bonds is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Assessment Year Ending	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments – Phase #1 Bonds
2022 & Prior	\$5,537,747	\$4,325,000	\$1,212,747	\$1,202,791
2023	\$0	\$0	\$0	\$383,642
2024	\$0	\$0	\$0	\$381,822
2025	\$0	\$0	\$0	\$382,436
2026	\$0	\$0	\$0	\$377,725
2027	\$0	\$0	\$0	\$378,028
2028	\$0	\$0	\$0	\$383,007
Total	\$5,537,747	\$4,325,000	\$1,212,747	\$3,489,451

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phases #2-3 Direct Improvements

The annual projected costs and annual projected indebtedness for the Phases #2-3 Direct Improvement Bonds is shown by Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-E
Annual Projected Costs and Annual Projected Indebtedness – Phases #2-3 Direct Improvements

Assessment Year Ending	Annual Projected Costs	Annual Projected Indebtedness ²	Other Funding Sources	Projected Annual Installments – Phases #2-3 Direct Improvement Bonds
2023 ¹	\$10,960,510	\$9,245,000	\$1,715,510	\$0
2024 ¹	\$0	\$0	\$0	\$93,657
2025	\$0	\$0	\$0	\$765,859
2026	\$0	\$0	\$0	\$765,242
2027	\$0	\$0	\$0	\$764,305
2028	\$0	\$0	\$0	\$764,987
2029	\$0	\$0	\$0	\$764,251
Total	\$10,960,510	\$9,245,000	\$1,715,510	\$3,918,300

¹Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds, and interest on the Phases #2-3 Direct Improvement Bonds for year 2024 is being funded with capitalized interest.

²Includes amounts to be paid from assessments related to both the Phases #2-3 Direct Improvement Bonds and the Phases #2-3 Direct Improvement Reimbursement Agreement.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phases #2-3 Direct Improvements shown in Table III-C, and the bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the “PID Assessment Notice” form (required by Section 5.014 of the Texas Property Code). The PID Disclosure Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed development financing program entails a series of bond financings and/or obligations under a reimbursement agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2-3 Major Improvement Bonds issued in 2018, the Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvements Reimbursement Agreement are anticipated be issued and/or entered into in 2023 as the remaining development is gradually constructed.

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

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #2-3 Major Improvements, Phase #1 Improvements and Phases #2-3 Direct Improvements shall be allocated as described below:

1. The Phases #2-3 Major Improvement, the Phase #1 Improvement, and the Phases #2-3 Direct Improvement costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The Major Improvement costs are proportionally allocated to the Phases #2-3 Assessed Property and Phase #1 Assessed Property based on the ratio of total estimated number of units for the Phases #2-3 Assessed Property and the Phase #1 Assessed Property.
3. The Phases #2-3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-3 Assessed Property based on the total estimated number of units for each Parcel.
4. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total estimated number of units for each Parcel.
5. The Phases #2-3 Direct Improvement costs are allocated to each Parcel within the Phases #2-3 Assessed Property based on the total estimated number of units for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements to the Phase #1 Assessed Property and Phases #2-3 Assessed Property.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Phases #2-3 Major Improvements, Phase #1 Improvements, and Phases #2-3 Direct Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2-3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phases #2-3 Major Improvements, Phase #1 Improvements, and Phases #2-3 Direct Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

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

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

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

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

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

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

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

the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

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

Phase #1 is projected to contain 157 residential units. Phases #2-3 are projected to contain 284 residential units, resulting in a total projected number of units in the PID of 441. As a result, 35.60 percent of the Actual Costs of the Major Improvements (i.e. $157 \div 441 = 35.60\%$) are allocated to the Phase #1 Assessed Property and 64.40 percent of the Actual Costs of the Major Improvements (i.e., $284 \div 441 = 64.40\%$) are allocated to the Phases #2-3 Assessed Property. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the Actual Costs of the Major Improvements allocated to Phases #2-3 and Phase #1 Bonds will fund Phase #1's proportionate share of the Actual Costs of the Major Improvements and the remaining Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements (including the portion of the Major Improvements allocated to Phase #1) are allocated to the Phase #1 Assessed Property. One hundred percent (100%) of the Phases #2-3 Direct Improvements are allocated to the Phases #2-3 Assessed Property.

Table V-A
Allocation of Major Improvement Costs

Description	Actual Costs
<i>Authorized Improvements</i>	
Road improvements	\$856,506
Water distribution system improvements	\$281,343
Sanitary sewer improvements	\$1,768,773
Storm drainage improvements	\$571,215
Other soft and miscellaneous costs	\$622,350
<i>Total Major Improvements</i>	<i>\$4,100,187</i>
<i>Phase #1</i>	
Projected total number of units	157.00
% of total units ¹	35.60%
Proportionate Share of Costs	\$1,459,704
<i>Phases #2-3</i>	
Projected total number of units	284.00
% of total units ¹	64.40%
Proportionate Share of Costs	\$2,640,483

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Phases #2-3 Major Improvements

For purpose of this Service and Assessment Plan, the City Council determined that the portion of the Major Improvement costs to be allocated to Phases #2-3 shall be allocated to the Phases #2-3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel.

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

The Assessment and Annual Installments for the Phases #2-3 Major Improvements for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

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

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

3. Assessment Methodology for Phases #2-3 Direct Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-3 Direct Improvements, shall be allocated to the Phases #2-3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phases #2-3.

Based on the estimates of the costs of the Phases #2-3 Direct Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Phases #2-3 Assessed Property of the Phases #2-3 Direct Improvements is at least equal to the Assessments levied on the Phases #2-3 Assessed Property for the Phases #2-3 Direct Improvements.

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

The Assessment and Annual Installments for Phases #2-3 Direct Improvements for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Direct Improvement Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

E. ASSESSMENTS

The Assessments for the Phase #1 Bonds and the Phases #2-3 Major Improvement Bonds have been levied on each Parcel according to the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, attached hereto as Appendix G and Appendix H, respectively. As shown in Table IV-A, the total amount of Phases #2-3 Major Improvement Bonds, which represents the total amount of Assessment levied on the Phases #2-3 Assessed Property for the Phases #2-3 Major Improvements, is \$3,690,000. The total estimated number of units to be constructed within Phases #2-3 is 284. As a result, the Phases #2-3 Major Improvements Assessment per unit is \$12,993 as shown below.

As shown in Table IV-A, the total amount of the Phase #1 Bonds, which represents the total Assessment levied on the Phase #1 Assessed Property, is \$4,325,000. The total estimated number of units to be constructed within Phase #1 is 157. As a result, the Phase #1 Assessment per unit, which is also the Maximum Assessment Per Unit, is \$27,548 as shown below.

As shown in Table IV-B, the total amount of the Phases #2-3 Direct Improvement Bonds and the obligation due under the Phases #2-3 Direct Improvement Reimbursement Agreement, which represents the total Assessment levied on the Phases #2-3 Assessed Property for the Phases #2-3 Direct Improvements, is \$9,245,000. The total estimated number of units to be constructed within Phases #2-3 is 284. As a result, the Phases #2-3 Direct Improvements Assessment per unit, which is also the Maximum Assessment Per Unit, is \$32,553 as shown below.

Table V-B
Assessment Per Unit

Description	Phases #2-3 Major Improvement Bonds ¹	Phase # 1 Bonds ¹	Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement
Total Assessment	\$3,690,000	\$4,325,000	\$9,245,000
Number of Units	284	157	284
Assessment Per Unit	\$12,993	\$27,548	\$32,553

¹ These values are based on the original home values.

The Annual Installments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds and the Phases #2-3 Direct Improvement Bonds will be collected at the time and in the amounts shown on the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, and the

Phases #2-3 Direct Improvement Assessment Roll, as applicable, subject to any revisions made during an Annual Service Plan Update.

F. ADMINISTRATIVE EXPENSES

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

G. PREPAYMENT AND DELINQUENCY RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secures a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the “Additional Interest”). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phases #2-3 Major Improvements Bonds, Phase #1 Bonds, and Phases #2-3 Direct Improvements Bonds, as applicable, with the Additional Interest component of the Annual Installments allocated to fund a reserve to be used for paying prepayment and delinquency related costs (the “Prepayment and Delinquency Reserve”). The Prepayment and Delinquency Reserve for the Phases #2-3 Major Improvement Bonds, Phase #1 Bonds, and Phases #2-3 Direct Improvement Bonds, as applicable, shall be funded until it reaches 5.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

H. TIRZ CREDIT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s Assessments (the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 10 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3 RELATED TO THE PHASES #2-3 MAJOR IMPROVEMENTS

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 related to the Phases #2-3 Major Improvements are shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments collected from property within Phases #2-3 related to the Phases #2-3 Major Improvements shall be collected in an amount sufficient (i) to pay principal and interest on the Phases #2-3 Major Improvement Bonds, (ii) to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

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

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments collected from property within Phase #1 shall be collected in an amount sufficient (i) to pay principal and interest on the Phase #1 Bonds, (ii) to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit

Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3 RELATED TO THE PHASES #2-3 DIRECT IMPROVEMENTS

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 related to the Phases #2-3 Direct Improvements is shown on the Phases #2-3 Direct Improvement Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments collected from property within Phases #2-3 related to the Phases #2-3 Direct Improvements shall be collected in an amount sufficient (i) to pay principal and interest on the Phases #2-3 Direct Improvement Bonds, (ii) to pay principal and interest due on the obligation owed under the Phases #2-3 Direct Improvement Reimbursement Agreement, (iii) to fund the Prepayment and Delinquency Reserve described in Section V (with respect to only that portion of the Assessments which secures the Phases #2-3 Direct Improvement Bonds), and (iv) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2023 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2024. TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision

- C = the estimated total Equivalent Units to be built on each new subdivided Parcel
 D = the sum of the estimated total Equivalent Units to be built on all of the new subdivided Parcels

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

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

2. Consolidation

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

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment per Unit on a Parcel exceeds the Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the estimated costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds of such series and/or reduce obligations under a reimbursement agreement, as the case may be, then the Assessment securing such series of Bonds and/or reimbursement obligation for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series and/or such excess amount due under the reimbursement agreement shall be reduced. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or outstanding reimbursement agreements. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

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

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

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

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

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

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment shall be paid with interest of no more than the actual interest rate paid on the Phases #2-3 Major Improvement Bonds and Phase #1 Bonds, as applicable. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.625% and Additional Interest at the rate of 0.5% for Administrative Expenses or the Prepayment and Delinquency Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.25%, and an Additional Interest at the rate of 0.5% for Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Bonds, are shown as Appendix G and Appendix H.

Each Assessment collected from property within Phases #2-3 related to the Phases #2-3 Direct Improvements shall be paid with interest of no more than the actual interest rate paid on the Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement, as applicable. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 6.50% for that portion of the assessments collected from property within Phases #2-3 related to the Phases #2-3 Direct Improvement Bonds and Additional Interest at the rate of 0.5% for Administrative Expenses or the Prepayment and Delinquency Reserve on the Phases #2-3 Major Improvement

Bonds. Interest on the portion of the assessments collected from property within Phases #2-3 related to Phases #2-3 Direct Improvement Reimbursement Agreement shall be paid based on an estimated interest rate of 5.81% per annum for years 1 through 30 (2023-2052). Each Assessment collected from property within Phases #2-3 related to the Phases #2-3 Direct Improvement Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments securing the Phases #2-3 Direct Improvement Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments securing the Phases #2-3 Direct Improvement Reimbursement Agreement are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during May 2023 was 3.81%. The City has determined that the portion of the Assessments that secure the City's obligation under the Phases #2-3 Direct Improvement Reimbursement Agreement shall bear interest at the estimated interest rate of 5.81% per annum for years 1 through 30 (2023-2052), which rates are equal to or less than the initial maximum allowable rate of interest of 5.81% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 8.81%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll, shown in Appendix I, will be updated with the actual interest rates on Phases #2-3 Direct Improvement Bonds and the applicable rate for the Phases #2-3 Direct Improvement Reimbursement Agreement.

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

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

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment

reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, for the Phases #2-3 Major Improvement Bonds, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to Phases #2-3 Major Improvement Bonds commenced with the issuance of Phases #2-3 Major Improvement Bonds.

Each Annual Installment, for the Phase #1 Bonds, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Each Annual Installment, for Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement shall commence with the issuance of Phases #2-3 Direct Improvement Bonds and/or the execution of the Phases #2-3 Direct Improvement Reimbursement Agreement and will be due when billed and will be delinquent if not paid prior to February 1, 2024.

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VII. THE ASSESSMENT ROLL

A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Each Parcel within Phases #2-3 has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2-3 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-3 Major Improvements. Table IV-A summarizes the \$3,869,859 in special benefit received by Phases #2-3 from the Phases #2-3 Major Improvements, the pro rata costs of the PID formation, and bond issuance costs for the Phases #2-3 Major Improvement Bonds. The amount of Phases #2-3 Major Improvement Bonds is \$3,690,000, which is less than the benefit received by Phases #2-3 Assessed Property for the Phases #2-3 Major Improvements, and as such the total Assessment for all Assessed Property within Phases #2-3 related to the Phases #2-3 Major Improvements is \$3,690,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phases #2-3 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-3 Major Improvement Assessment Roll is attached hereto as Appendix G.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A summarizes the \$5,537,747 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and bond issuance costs for the Phase #1 Bonds. The total amount of Phase #1 Bonds is \$4,325,000, which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$4,325,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix H.

C. PHASES #2-3 DIRECT IMPROVEMENT ASSESSMENT ROLL

Phases #2-3 Assessed Property is being assessed for the special benefits conferred upon the property as a result of Phases #2-3 Direct Improvements that benefit Phases #2-3. Table IV-B summarizes the \$10,960,510 in special benefit received by Phases #2-3 Assessed Property from the Phases #2-3 Direct Improvements that benefit Phases #2-3, including bond issuance costs for the proposed Phases #2-3 Direct Improvement Bonds. The total amount of Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement is

\$9,245,000 which is less than the benefit received by Phases #2-3 Assessed Property for the Phases #2-3 Direct Improvements, and as such the total Assessment for all Assessed Property within Phases #2-3 related to the Phases #2-3 Direct Improvements is \$9,245,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phases #2-3 Direct is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-3 Direct Improvement Assessment Roll is attached hereto as Appendix I.

D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-3 Major Improvement Assessment Roll, Phase #1 Assessment Roll and the Phases #2-3 Direct Improvement Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds. Tables in this Service and Assessment Plan may be rounded to the nearest whole number.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

- (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

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

E. SEVERABILITY

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

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

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APPENDIX A
PID MAP

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

PROPERTY DESCRIPTION:

Being a 94.827 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, and the William B. Tucker Survey, Abstract Number 912, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a point for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a point for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 20140709000706790, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nanda Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nanda Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a point for corner;

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to point for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE, in a southwesterly direction, departing the southernmost east line of said CADG Celina 156 tract, over, across, and upon said CADG Celina 156 tract, and with said curve, an arc length of 448.08 feet to a point for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract, a distance of 1001.46 feet to a point for corner lying on the west line thereof, same being the east line of that certain tract of land described in deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas;

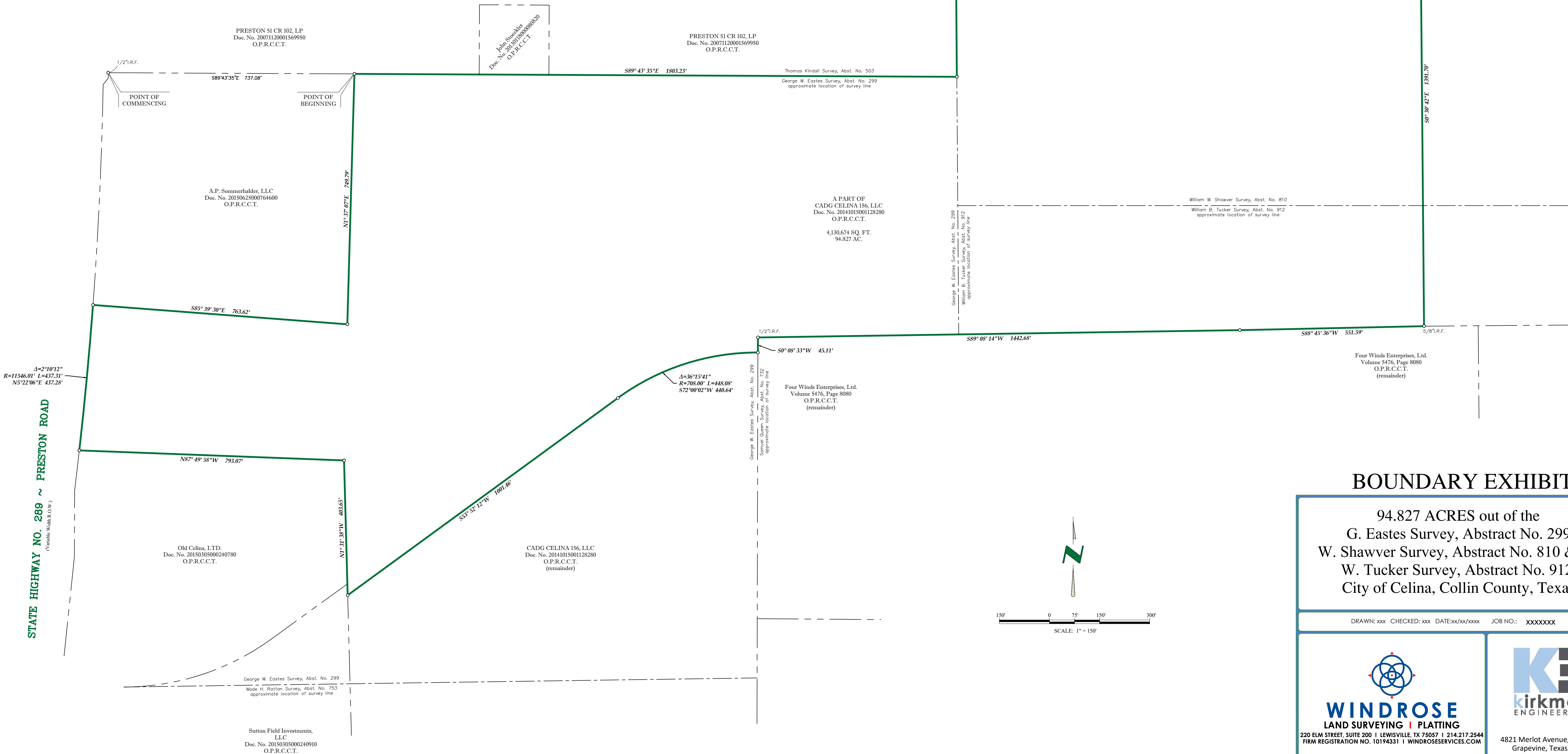
THENCE North 01 degrees 31 minutes 38 seconds West, with the west line of said CADG Celina 156 tract, the east line of said Sutton Field Investments, LLC, tract, and the east line of that certain tract of land described to Old Celina, LTD., by deed recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, a distance of 403.65 feet to point for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, with the westernmost south line of said CADG Celina 156 tract, and the north line of said Old Celina, LTD. tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a point for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC tract, a distance of 763.62 feet to point for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

THENCE North 01 degrees 37 minutes 07 seconds East, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 94.827 acres of land, more or less, and being subject to any and all easements that may affect.





APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Chalk Hill - City of Celina
31-Oct-17

	CELINA	TOTAL
SF (50's)	441	441
Total SF Lots	441	441
SF Gross Acreage	94	94
SF Net Acreage	0	0

The Chalk Hill Public Improvement District Land Use Summary - City of Celina
FEBRUARY 7, 2018

	PHASE			
	1	2	3	TOTAL
SF (40's)	157	146	138	441
Total SF Lots	157	146	138	441
SF Gross Acreage	41	28	25	94
SF Net Acreage	0	0	0	0



POD COST SUMMARY - CITY OF CELINA

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CITY OF CELINA
FEBRUARY 7, 2018

DIVISION / PHASE / COST TYPE SUMMARY - CITY OF CELINA IMPROVEMENTS

DIVISION	DIRECT PUBLIC				MASTER PUBLIC		PRIVATE			TOTAL	TOTAL
	1	2	3	TOTAL	MAJOR IMPROVEMENTS	TOTAL	1	2	3		
CLEARING & EXCAVATION	\$62,250	\$95,010	\$83,350	\$240,610	\$76,505	\$76,505	\$726,679	\$587,550	\$592,670	\$1,906,899	\$2,224,014
WATER	\$450,627	\$405,023	\$366,253	\$1,221,904	\$260,853	\$260,853	\$0	\$0	\$0	\$0	\$1,482,756
SEWER	\$545,213	\$395,678	\$366,570	\$1,307,462	\$1,748,283	\$1,748,283	\$0	\$0	\$0	\$0	\$3,055,744
STORM SEWER	\$505,963	\$385,529	\$351,283	\$1,242,775	\$500,655	\$500,655	\$0	\$0	\$0	\$0	\$1,743,430
PAVEMENT	\$1,066,879	\$987,224	\$863,966	\$2,918,070	\$759,511	\$759,511	\$0	\$0	\$0	\$0	\$3,677,580
RETAINING WALLS	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000	\$60,000	\$60,000	\$365,000	\$365,000
EROSION CONTROL	\$30,550	\$20,006	\$32,056	\$82,612	\$50,070	\$50,070	\$39,380	\$35,458	\$30,727	\$105,564	\$238,246
AMENITIES, LANDSCAPE, & SCREENING	\$0	\$0	\$0	\$0	\$0	\$0	\$237,650	\$182,300	\$408,900	\$828,850	\$828,850
FRANCHISE UTILITIES	\$27,200	\$18,700	\$20,400	\$66,300	\$40,800	\$40,800	\$0	\$0	\$0	\$0	\$107,100
MISCELLANEOUS & OTHER	\$5,000	\$5,000	\$5,000	\$15,000	\$5,000	\$5,000	\$39,540	\$36,900	\$35,360	\$111,800	\$131,800
SUB-TOTAL	\$2,693,684	\$3,827,446	\$3,369,221	\$9,890,350	\$3,441,676	\$3,441,676	\$1,288,249	\$902,208	\$1,127,657	\$3,318,113	\$16,650,139
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$188,558	\$267,921	\$235,845	\$692,325	\$240,917	\$240,917	\$90,177	\$63,155	\$78,936	\$232,268	\$1,165,510
SUB-TOTAL	\$2,882,241	\$4,095,367	\$3,605,066	\$10,582,675	\$4,038,535	\$4,038,535	\$1,378,426	\$965,362	\$1,206,592	\$3,550,381	\$18,171,591
TOTAL	\$2,882,241	\$4,095,367	\$3,605,066	\$10,582,675	\$4,038,535	\$4,038,535	\$1,378,426	\$1,055,583	\$1,319,358	\$3,753,367	\$18,374,577

PHASE TOTAL SUMMARY - CITY OF CELINA IMPROVEMENTS

COST TYPE	1	2	3	TOTAL
DIRECT PUBLIC	\$2,882,241	\$4,095,367	\$3,605,066	\$10,582,675
PRIVATE	\$1,378,426	\$1,055,583	\$1,319,358	\$3,753,367
SUB-TOTAL	\$4,260,668	\$5,150,950	\$4,924,424	\$14,336,042
MAJOR IMPROVEMENTS				
MASTER PUBLIC	\$4,038,535			\$4,038,535
TOTAL				\$18,374,577

Notes:

- This estimate is based on the attached concept plan.
 - Earthwork quantities do not include costs for rock excavation. A Geotech should be consulted regarding the treatment of cultivated soil and its use on the project.
 - Sidewalks adjacent to residential lots are excluded from above costs. Sidewalks are assumed to be constructed by the home builders, except where adjacent to park dedication, collectors, thoroughfare, or open space. ADA ramps are required to be built by the Developer.
 - All fees need to be verified by the City of Celina at the time of construction & permitting.
 - Turn lanes and deceleration lanes are not included in this cost estimate.
 - Construction timing of improvements are assumed to run concurrent with adjacent off-site master infrastructure improvements.
- Jurisdictional Water of the U.S. permitting is not included in this estimate.
- It is assumed that no additional offsite easements will need to be acquired for the proposed utilities.
 - All earthwork numbers are contained to the limits of the ROW. Onsite earthwork numbers have been separated to the ROW and lots only.



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

A. CLEARING & EXCAVATION									
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	3.3	\$8,250	6.5	\$16,350	5.7	\$14,350	15.6 \$38,950
STREET / ROW EXCAVATION	CY	\$3.00	18,000	\$54,000	26,220	\$78,660	23,000	\$69,000	67,220 \$201,660
TOTAL CLEARING & EXCAVATION				\$62,250		\$95,010		\$83,350	\$240,610

B. WATER									
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY TOTAL
8" P.V.C. WATERLINE	LF	\$30.00	6,500	\$195,000	5,976	\$179,280	5,257	\$157,710	17,733 \$531,990
8" GATE VALVE & BOX	EA	\$1,350.00	23	\$31,050	20	\$26,892	18	\$23,657	60 \$81,599
1" WATER SERVICE	EA	\$785.00	157	\$123,245	145	\$113,825	138	\$108,330	440 \$345,400
FIRE HYDRANT ASSEMBLY (INC. 6" GATE VALVE)	EA	\$4,180.00	13	\$54,340	12	\$49,959	11	\$43,949	35 \$148,248
AUTOMATIC FLUSH VALVE	EA	\$6,500.00	1	\$6,500	0	\$0	0	\$0	1 \$6,500
2" FLUSH LINE	EA	\$2,000.00	1	\$2,000	0	\$0	0	\$0	1 \$2,000
CONNECT TO EXISTING 12" LINE	EA	\$1,000.00	0	\$0	2	\$2,000	3	\$3,000	5 \$5,000
CONNECT TO EXISTING 18" LINE	EA	\$2,000.00	1	\$2,000	0	\$0	0	\$0	1 \$2,000
TRENCH SAFETY	LF	\$1.00	6,500	\$6,500	5,976	\$5,976	5,257	\$5,257	17,733 \$17,733
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	6,500	\$6,500	5,976	\$5,976	5,257	\$5,257	17,733 \$17,733
BONDS	%	2.00%	\$427,135	\$8,543	\$383,908	\$7,678	\$347,159	\$6,943	1,158,202 \$23,164
INSPECTION FEE	%	3.50%	\$427,135	\$14,950	\$383,908	\$13,437	\$347,159	\$12,151	1,158,202 \$40,537
TOTAL WATER				\$450,627		\$405,023		\$366,253	\$1,221,904



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

C. SEWER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SDR-26 P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$39.00	6,700	\$261,300	5,700	\$222,300	5,000	\$195,000	17,400	\$678,600
8" PLUG	EA	\$500.00	3	\$1,500	3	\$1,500	1	\$500	7	\$3,500
4' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$4,500.00	10	\$45,000	12	\$54,000	13	\$58,500	35	\$157,500
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$9,500.00	11	\$104,500	0	\$0	0	\$0	11	\$104,500
4" SERVICE WITH CLEANOUT	EA	\$570.00	157	\$89,490	145	\$82,650	138	\$78,660	440	\$250,800
CONNECT TO EXISTING SANITARY SEWER	EA	\$1,600.00	1	\$1,600	2	\$3,200	3	\$4,800	6	\$9,600
TRENCH SAFETY	LF	\$1.00	6,700	\$6,700	5,700	\$5,700	5,000	\$5,000	17,400	\$17,400
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	6,700	\$6,700	5,700	\$5,700	5,000	\$5,000	17,400	\$17,400
BONDS	%	2.00%	\$516,790	\$10,336	\$375,050	\$7,501	\$347,460	\$6,949	1,239,300	\$24,786
INSPECTION FEE	%	3.50%	\$516,790	\$18,088	\$375,050	\$13,127	\$347,460	\$12,161	1,239,300	\$43,376
TOTAL SEWER				\$545,213		\$395,678		\$366,570		\$1,307,462



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

D. STORM SEWER										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP CLASS III	LF	\$50.50	1,038	\$52,419	600	\$30,300	700	\$35,350	2,338	\$118,069
24" RCP CLASS III	LF	\$61.00	1,084	\$66,124	1,200	\$73,200	1,100	\$67,100	3,384	\$206,424
24" RCP CLASS IV	LF	\$70.00	291	\$20,370	0	\$0	0	\$0	291	\$20,370
30" RCP CLASS III	LF	\$75.10	546	\$41,005	600	\$45,060	800	\$60,080	1,946	\$146,145
33" RCP CLASS III	LF	\$89.00	0	\$0	0	\$0	0	\$0	0	\$0
36" RCP CLASS III	LF	\$98.80	0	\$0	600	\$59,280	300	\$29,640	900	\$88,920
42" RCP CLASS III	LF	\$133.00	0	\$0	0	\$0	300	\$39,900	300	\$39,900
48" RCP CLASS III	LF	\$156.95	527	\$82,713	200	\$31,390	0	\$0	727	\$114,103
10' STD CURB INLET	EA	\$3,650.00	17	\$62,050	20	\$73,000	18	\$65,700	55	\$200,750
3'X3' WYE INLET	EA	\$3,575.00	2	\$7,150	0	\$0	0	\$0	2	\$7,150
4'X4' JUNCTION BOX	EA	\$5,000.00	5	\$25,000	4	\$20,000	4	\$20,000	13	\$65,000
5'X5' JUNCTION BOX	EA	\$6,000.00	4	\$24,000	4	\$24,000	1	\$6,000	9	\$54,000
18" HEADWALL	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	1	\$2,500
24" HEADWALL	EA	\$2,900.00	1	\$2,900	0	\$0	0	\$0	1	\$2,900
30" HEADWALL	EA	\$3,250.00	1	\$3,250	0	\$0	0	\$0	1	\$3,250
46" HEADWALL	EA	\$4,000.00	0	\$0	0	\$0	0	\$0	0	\$0
48" HEADWALL	EA	\$4,620.00	1	\$4,620	0	\$0	0	\$0	1	\$4,620
RIP RAP OUTFALL PROTECTION	EA	\$3,000.00	4	\$12,000	2	\$6,000	2	\$6,000	8	\$24,000
GABION STRUCTURES - OPEN SPACE	EA	\$35,000.00	2	\$70,000	0	\$0	0	\$0	2	\$70,000
TRENCH SAFETY	LF	\$1.00	3,486	\$3,486	3,200	\$3,200	3,200	\$3,200	9,886	\$9,886
BONDS	%	2.00%	\$479,586	\$9,592	\$365,430	\$7,309	\$332,970	\$6,659	1,177,986	\$23,560
INSPECTION FEE	%	3.50%	\$479,586	\$16,786	\$365,430	\$12,790	\$332,970	\$11,654	1,177,986	\$41,230
TOTAL STORM SEWER				\$505,963		\$385,529		\$351,283		\$1,242,775

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

						1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC		NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM		GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:			NET AC.	0.0	0.0	0.0	0.0

E. PAVEMENT										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
7" CONCRETE PAVEMENT WITH 6" CURBS (29' B-B)	SY	\$39.00	19,944	\$777,816	19,194	\$748,566	16,983	\$662,337	56,121	\$2,188,719
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.00	21,938	\$65,815	21,113	\$63,340	18,681	\$56,044	61,733	\$185,199
HYDRATED LIME FOR STREET (36#/SY)	TON	\$150.00	395	\$59,234	380	\$57,006	336	\$50,440	1,111	\$166,679
PAVEMENT HEADER	LF	\$15.00	124	\$1,860	93	\$1,395	31	\$465	248	\$3,720
5' REINFORCED CONCRETE SIDEWALK, 4" THICK	LF	\$27.50	1,080	\$29,700	0	\$0	0	\$0	1,080	\$29,700
GUARDRAIL	LF	\$35.00	585	\$20,475	0	\$0	0	\$0	585	\$20,475
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,350.00	22	\$29,700	26	\$35,100	18	\$24,300	66	\$89,100
STREET/STOP SIGN COMBO	EA	\$1,850.00	10	\$18,500	11	\$20,350	8	\$14,800	29	\$53,650
CONDUIT - 2" (OPEN CUT) STREET LIGHTS/FRANCHISE	LF	\$10.00	816	\$8,160	1,000	\$10,000	1,054	\$10,540	2,870	\$28,700
BONDS	%	2.00%	\$1,011,260	\$20,225	\$935,757	\$18,715	\$818,925	\$16,379	2,765,943	\$55,319
INSPECTION FEE	%	3.50%	\$1,011,260	\$35,394	\$935,757	\$32,752	\$818,925	\$28,662	2,765,943	\$96,808
TOTAL PAVEMENT			\$1,066,879		\$987,224		\$863,966		\$2,918,070	

F. EROSION CONTROL										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$200.00	18	\$3,600	20	\$4,000	18	\$3,600	56	\$11,200
CURLEX AFTER PAVING (4' WIDE)	LF	\$1.50	11,300	\$16,950	4,004	\$6,006	0	\$18,456	15,304	\$22,956
DRAINAGE EROSION CONTROL	LS	\$10,000.00	1	\$10,000	1	\$10,000	1	\$10,000	3	\$30,000
TOTAL EROSION CONTROL			\$30,550		\$20,006		\$32,056		\$64,156	

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

G. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$1,700.00	16	\$27,200	11	\$18,700	12	\$20,400	39	\$66,300
TOTAL FRANCHISE UTILITIES				\$27,200		\$18,700		\$20,400		\$66,300

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CITY REVIEW FEES	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TOTAL MISCELLANEOUS & OTHER				\$5,000		\$5,000		\$5,000		\$15,000



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

SUMMARY - DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA	1	2	3	TOTAL
A. CLEARING & EXCAVATION	\$62,250	\$95,010	\$83,350	\$240,610
B. WATER	\$450,627	\$405,023	\$366,253	\$1,221,904
C. SEWER	\$545,213	\$395,678	\$366,570	\$1,307,462
D. STORM SEWER	\$505,963	\$385,529	\$351,283	\$1,242,775
E. PAVEMENT	\$1,066,879	\$987,224	\$863,966	\$2,918,070
F. EROSION CONTROL	\$30,550	\$20,006	\$32,056	\$64,156
G. FRANCHISE UTILITIES	\$27,200	\$18,700	\$20,400	\$66,300
H. MISCELLANEOUS & OTHER	\$5,000	\$5,000	\$5,000	\$15,000
I. CLEARING & EXCAVATION - LEGACY DRIVE	\$0	\$51,800	\$24,090	\$152,395
J. CLEARING & EXCAVATION - COIT	\$0	\$0	\$40,804	\$40,804
K. WATER - LEGACY DRIVE	\$0	\$28,525	\$84,516	\$279,229
L. WATER - PRESTON ROAD	\$0	\$0	\$0	\$94,665
M. WATER - COIT ROAD	\$0	\$0	\$97,664	\$97,664
N. SEWER - LEGACY DRIVE	\$0	\$0	\$84,733	\$84,733
O. SEWER - PRESTON ROAD	\$0	\$0	\$0	\$1,748,283
P. SEWER - COIT ROAD	\$0	\$0	\$40,868	\$40,868
Q. STORM SEWER - LEGACY DRIVE	\$0	\$303,998	\$121,635	\$926,288
R. STORM SEWER - COIT ROAD	\$0	\$0	\$101,814	\$101,814
S. PAVEMENT - LEGACY DRIVE	\$0	\$1,106,703	\$230,387	\$2,096,600
T. PAVEMENT - COIT ROAD (90' ROW)	\$0	\$0	\$411,080	\$411,080
U. EROSION CONTROL	\$0	\$14,150	\$27,552	\$91,772
V. FRANCHISE UTILITIES	\$0	\$5,100	\$10,200	\$56,100
W. MISCELLANEOUS & OTHER	\$0	\$5,000	\$5,000	\$15,000
SUB-TOTAL	\$2,693,684	\$3,827,446	\$3,369,221	\$13,313,570
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$188,558	\$267,921	\$235,845	\$931,950
ROADWAY IMPACT FEES (4.233*#LOTS*694)	\$0	\$0	\$0	\$0
WATER IMPACT FEES (\$3,276/LOT) (BUILDER)	\$0	\$0	\$0	\$0
WASTEWATER IMPACT FEES (\$4,631/LOT) (BUILDER)	\$0	\$0	\$0	\$0
PARK AND OPEN SPACE FEE (\$1500/LOT)	\$0	\$0	\$0	\$0
SUB-TOTAL	\$2,882,241	\$4,095,367	\$3,605,066	\$14,245,520
MISCELLANEOUS & CONTINGENCY (10%)	\$0	\$0	\$0	\$0
TOTAL COST	\$2,882,241	\$4,095,367	\$3,605,066	\$10,582,675

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		NET AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

A.1 CLEARING & EXCAVATION - LEGACY DRIVE (100' ROW, 74' B-B, 3,440 LF)										
DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	5.2	\$13,100	3	\$6,800	2	\$4,125	9.61	\$24,025
STREET / ROW EXCAVATION/DETENTION	CY	\$3.00	21,135	\$63,405	15,000	\$45,000	6,655	\$19,965	42,790.00	\$128,370
TOTAL CLEARING & EXCAVATION - LEGACY DRIVE				\$76,505		\$51,800		\$24,090		\$152,395

A.2 CLEARING & EXCAVATION - COIT RD. (60' ROW, 37' B-B, 1,342 LF)										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3 (1,342 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	0	\$0	0.0	\$0	2.8	\$6,925	2.77	\$6,925
STREET / ROW EXCAVATION	CY	\$3.00	0	\$0	0	\$0	11,293	\$33,879	11,293	\$33,879
TOTAL CLEARING & EXCAVATION - COIT RD.				\$0		\$0		\$40,804		\$40,804



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	TOTAL	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0		94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0		0.0

B.1 WATER - ALONG LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$48.00	2,366	\$113,568	530	\$25,440	1,600	\$76,800	4,496	\$215,808
12" GATE VALVE & BOX	EA	\$2,300.00	4	\$9,200	0	\$0	0	\$0	4	\$9,200
12" PLUG	EA	\$750.00	1	\$750	1	\$750	1	\$750	3	\$2,250
FIRE HYDRANT ASSEMBLY	EA	\$4,180.00	4	\$16,720	0	\$0	0	\$0	4	\$16,720
CONNECT TO EXISTING LINE	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	1	\$1,000
18"x12" TAPPING SLEEVE AND VALVE	EA	\$12,500.00	1	\$12,500	0	\$0	0	\$0	1	\$12,500
TRENCH SAFETY	LF	\$1.00	2,366	\$2,366	530	\$530	1,600	\$1,600	4,496	\$4,496
TESTING (EXCLUDING GEOTECH)	LF	\$0.60	2,366	\$1,420	530	\$318	1,600	\$960	4,496	\$2,698
BONDS	%	2.00%	\$157,524	\$3,150	\$27,038	\$541	\$80,110	\$1,602	264,672	\$5,293
INSPECTION FEE	%	3.50%	\$157,524	\$5,513	\$27,038	\$946	\$80,110	\$2,804	264,672	\$9,264
TOTAL WATER - ALONG LEGACY DRIVE				\$166,187		\$28,525		\$84,516		\$279,229

B.2 WATER - ALONG PRESTON RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$48.00	1,400	\$67,200	0	\$0	0	\$0	1,400	\$67,200
12" GATE VALVE & BOX	EA	\$2,300.00	6	\$13,800	0	\$0	0	\$0	6	\$13,800
12" PLUG	EA	\$750.00	1	\$750	0	\$0	0	\$0	1	\$750
FIRE HYDRANT ASSEMBLY	EA	\$4,180.00	1	\$4,180	0	\$0	0	\$0	1	\$4,180
CONNECT TO EXISTING LINE	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	1	\$1,000
TRENCH SAFETY	LF	\$1.00	1,400	\$1,400	0	\$0	0	\$0	1,400	\$1,400
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	1,400	\$1,400	0	\$0	0	\$0	1,400	\$1,400
BONDS	%	2.00%	\$89,730	\$1,795	\$0	\$0	\$0	\$0	89,730	\$1,795
INSPECTION FEE	%	3.50%	\$89,730	\$3,141	\$0	\$0	\$0	\$0	89,730	\$3,141
TOTAL WATER - ALONG PRESTON RD.				\$94,665		\$0		\$0		\$94,665



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	TOTAL	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0		94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0		0.0

B.3 WATER - ALONG COIT RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$48.00	0	\$0	0	\$0	1,342	\$64,416	1,342	\$64,416
12" GATE VALVE & BOX	EA	\$2,300.00	0	\$0	0	\$0	4	\$10,289	4	\$10,289
12" PLUG	EA	\$750.00	0	\$0	0	\$0	1	\$750	1	\$750
FIRE HYDRANT ASSEMBLY	EA	\$4,180.00	0	\$0	0	\$0	3	\$11,219	3	\$11,219
CONNECT TO EXISTING LINE	EA	\$1,000.00	0	\$0	0	\$0	1	\$1,000	1	\$1,000
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	1,342	\$1,342	1,342	\$1,342
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	0	\$0	0	\$0	1,342	\$1,342	1,342	\$1,342
TESTING (GEOTECH)	LF	\$1.65	0	\$0	0	\$0	1,342	\$2,214	1,342	\$2,214
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$92,572	\$1,851	92,572	\$1,851
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$92,572	\$3,240	92,572	\$3,240
TOTAL WATER - ALONG COIT RD.				\$0		\$0		\$97,664		\$97,664

C.1 SEWER - ALONG LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SANITARY SEWER MAIN (SDR-26)	LF	\$39.00	0	\$0	0	\$0	1,403	\$54,717	1,403	\$54,717
MANHOLE - STD 4 DIA	LF	\$4,500.00	0	\$0	0	\$0	5	\$22,500	5	\$22,500
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	1,403	\$1,403	1,403	\$1,403
POST CONSTRUCTION CCTV	LF	\$1.25	0	\$0	0	\$0	1,403	\$1,754	1,403	\$1,754
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$80,374	\$1,607	80,374	\$1,607
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$78,620	\$2,752	78,620	\$2,752
TOTAL SEWER				\$0		\$0		\$84,733		\$84,733



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		NET AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

C.2 SEWER - ALONG PRESTON ROAD

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SANITARY SEWER MAIN (SDR-35)	LF	\$34.00	900	\$30,600	0	\$0	0	\$0	900	\$30,600
8" SANITARY SEWER FORCE MAIN	LF	\$48.00	2,130	\$102,240	0	\$0	0	\$0	2,130	\$102,240
MANHOLE - STD 5 DIA	EA	\$9,500.00	2	\$19,000	0	\$0	0	\$0	2	\$19,000
CONNECT TO EXISTING MANHOLE	EA	\$3,500.00	1	\$3,500	0	\$0	0	\$0	1	\$3,500
LIFT STATION	EA	\$1,500,000.00	1	\$1,500,000	0	\$0	0	\$0	1	\$1,500,000
TRENCH SAFETY	LF	\$1.00	900	\$900	0	\$0	0	\$0	900	\$900
POST CONSTRUCTION CCTV	LF	\$1.00	900	\$900	0	\$0	0	\$0	900	\$900
BONDS	%	2.00%	\$1,657,140	\$33,143	\$0	\$0	\$0	\$0	1,657,140	\$33,143
INSPECTION FEE	%	3.50%	\$1,657,140	\$58,000	\$0	\$0	\$0	\$0	1,657,140	\$58,000
TOTAL SEWER				\$1,748,283		\$0		\$0		\$1,748,283



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		NET AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

C.3 SEWER - ALONG COIT RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SANITARY SEWER MAIN (SDR-26)	LF	\$39.00	0	\$0		\$0	830	\$32,370	830	\$32,370
MANHOLE - STD 4 DIA	LF	\$4,500.00	0	\$0		\$0	1	\$4,500	1	\$4,500
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	830	\$830	830	\$830
POST CONSTRUCTION CCTV	LF	\$1.25	0	\$0	0	\$0	830	\$1,038	830	\$1,038
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$38,738	\$775	38,738	\$775
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$38,738	\$1,356	38,738	\$1,356
TOTAL SEWER ALONG COIT RD.				\$0		\$0		\$40,868		\$40,868

D.1 STORM SEWER - LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$50.50	1,000	\$50,500	110	\$5,555	200	\$10,100	1,310	\$66,155
24" RCP	LF	\$61.00	71	\$4,331	0	\$0	0	\$0	71	\$4,331
42" RCP	LF	\$133.00	270	\$35,910	0	\$0	400	\$53,200	670	\$89,110
48" RCP	LF	\$156.95	270	\$42,377	500	\$78,475	200	\$31,390	970	\$152,242
4x3 SBC	LF	\$180.00	0	\$0	939	\$169,020	0	\$0	939	\$169,020
2-4'X4' MULTI BOX CULVERT	LF	\$1,100.00	100	\$110,000	0	\$0	0	\$0	100	\$110,000
5-5'X5' MULTI BOX CULVERT	LF	\$1,100.00	100	\$110,000	0	\$0	0	\$0	100	\$110,000
10' STD CURB INLET	EA	\$3,500.00	8	\$28,000	2	\$7,000	4	\$14,000	14	\$49,000
4' JUNCTION BOX	EA	\$5,000.00	1	\$6,100	0	\$0	1	\$5,000	2	\$10,000
5-5'X5' MULTI BOX CULVERT HEADWALLS	EA	\$15,000.00	2	\$30,000	0	\$0	0	\$0	2	\$30,000
2-4'X4' MULTI BOX CULVERT HEADWALLS	EA	\$12,000.00	2	\$24,000	0	\$0	0	\$0	2	\$24,000
12" GROUTED ROCK RIP RAP	SY	\$105.00	283	\$29,715	0	\$0	0	\$0	283	\$29,715
POND OUTFALL STRUCTURE	EA	\$25,000.00	0	\$0	1	\$25,000	0	\$0	1	\$25,000
TRENCH SAFETY	LF	\$1.00	1,811	\$1,811	1,549	\$1,549	800	\$800	4,160	\$4,160
TESTING (TV)	LF	\$1.00	1,811	\$1,811	1,551	\$1,551	804	\$804	4,166	\$4,166
BONDS	%	2.00%	\$474,555	\$9,491	\$288,150	\$5,763	\$115,294	\$2,306	877,999	\$17,560
INSPECTION FEE	%	3.50%	\$474,555	\$16,609	\$288,150	\$10,085	\$115,294	\$4,035	877,999	\$30,730
TOTAL STORM SEWER - LEGACY DRIVE				\$500,655		\$303,998		\$121,635		\$925,188

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	TOTAL	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0		94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0		0.0

D.2 STORM SEWER - COIT RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$50.50	0	\$0		\$0	1,400	\$70,700	1,400	\$70,700
30" RCP	LF	\$90.00	0	\$0	0	\$0	0	\$0	0	\$0
36" RCP	LF	\$125.00	0	\$0	0	\$0	0	\$0	0	\$0
42" RCP	LF	\$133.00	0	\$0	0	\$0	0	\$0	0	\$0
10' STD CURB INLET	EA	\$3,600.00	0	\$0		\$0	6	\$21,600	6	\$21,600
3' X 3' WYE INLET	EA	\$3,500.00	0	\$0		\$0		\$0	0	\$0
5' JUNCTION BOX	EA	\$6,000.00	0	\$0		\$0	0	\$0	0	\$0
TEMPORARY HEADWALL, GTD, & RIP-RAP	EA	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
12" GROUTED ROCK RIP RAP	SY	\$75.00	0	\$0	0	\$0	0	\$0	0	\$0
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	1,400	\$1,400	1,400	\$1,400
TESTING (GEOTECH)	LF	\$1.00	0	\$0	0	\$0	1,400	\$1,400	1,400	\$1,400
TESTING (TV)	LF	\$1.00	0	\$0	0	\$0	1,406	\$1,406	1,406	\$1,406
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$96,506	\$1,930	96,506	\$1,930
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$96,506	\$3,378	96,506	\$3,378
TOTAL STORM SEWER - E. COIT RD.				\$0		\$0		\$101,814		\$101,814

E.1 PAVEMENT - LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SECTION, PHASE 2: 28' B-B HALF SECTION + PHASE 1 SOUTH HALF SECTION, PHASE 3: 28' B-B HALF SECTION) ; EACH PHASE WILL INCLUDE 9' OF MEDIAN	SY	\$45.00	10,050	\$452,250	14,910	\$670,950	3,000	\$135,000	27,960	\$1,258,200
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.30	11,055	\$36,482	16,401	\$54,123	3,300	\$10,890	30,756	\$101,495
HYDRATED LIME FOR STREET (53#/SY)	TON	\$155.00	293	\$45,408	394	\$61,012	79	\$12,276	766	\$118,696
PAVEMENT HEADER	LF	\$15.00	28	\$420	28	\$420	28	\$420	84	\$1,260
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,350.00	4	\$5,400	2	\$2,700	2	\$2,700	8	\$10,800
BARRICADES	EA	\$1,500.00	1	\$1,500	1	\$1,500	1	\$1,500	3	\$4,500
STREET SIGN	EA	\$1,300.00	3	\$3,900	1	\$1,300	1	\$1,300	5	\$6,500
10' CONCRETE SIDEWALK	LF	\$60.00	2,439	\$146,340	3,626	\$217,560	706	\$42,360	6,771	\$406,260
TRAFFIC CONTROL	LS	\$5,000.00	1.0	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TESTING	SY	\$2.10	11,055	\$23,216	16,401	\$34,442	3,300	\$6,930	30,756	\$64,588
BONDS	%	2.00%	\$719,915	\$14,398	\$1,049,007	\$20,980	\$218,376	\$4,368	1,987,299	\$39,746
INSPECTION FEE	%	3.50%	\$719,915	\$25,197	\$1,049,007	\$36,715	\$218,376	\$7,643	1,987,299	\$69,555
TOTAL PAVEMENT - LEGACY DRIVE				\$759,511		\$1,106,703		\$230,387		\$2,096,600



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	TOTAL	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0		94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0		0.0

E.2 PAVEMENT - COIT ROAD (60' ROW)

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT (37" B-B, 1,342 LF)	SY	\$45.00	0	\$0	0	\$0	5,520	\$248,400	5,520	\$248,400
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.30	0	\$0	0	\$0	6,072	\$20,038	6,072	\$20,038
HYDRATED LIME FOR STREET (53#/SY)	TON	\$155.00	0	\$0	0	\$0	109	\$16,941	109	\$16,941
PAVEMENT HEADER	LF	\$15.00	0	\$0	0	\$0	37	\$555	37	\$555
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,350.00	0	\$0	0	\$0	2	\$2,700	2	\$2,700
BARRICADES	EA	\$1,500.00	0	\$0	0	\$0	1	\$1,500	1	\$1,500
STREET SIGN	EA	\$1,300.00	0	\$0	0	\$0	2	\$2,600	2	\$2,600
STOP SIGN	EA	\$1,250.00	0	\$0	0	\$0	2	\$2,500	2	\$2,500
6" CONCRETE SIDEWALK	LF	\$30.00	0	\$0	0	\$0	2,684	\$80,520	2,684	\$80,520
TRAFFIC CONTROL	LS	\$3,000.00	0	\$0	0	\$0	1	\$3,000	1	\$3,000
TESTING	SY	\$2.10	0	\$0	0	\$0	6,072	\$12,751	6,072	\$12,751
BONDS	%	2.00%	0	\$0	0	\$0	\$391,505	\$7,830	391,505	\$7,830
INSPECTION FEE	%	3.00%	0	\$0	0	\$0	\$391,505	\$11,745	391,505	\$11,745
TOTAL PAVEMENT - COIT ROAD (90' ROW)				\$0		\$0		\$411,080		\$411,080



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		NET AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

F.1 EROSION CONTROL - PRESTON ROAD

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SILT FENCE	LF	\$1.50	6,500	\$9,750	0	\$0	0	\$0	6,500	\$9,750
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	1	\$5,000
TOTAL EROSION CONTROL				\$14,750		\$0		\$0		\$14,750

F.2 EROSION CONTROL - LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$200.00	8	\$1,600	2	\$400	4	\$800	14	\$2,800
SWPPP	LS	\$5,000.00	0	\$0		\$0	0	\$0	0	\$0
SILT FENCE	LF	\$1.50	9,300	\$13,950	3,200	\$4,800	5,000	\$7,500	17,500	\$26,250
CONSTRUCTION ENTRANCE	EA	\$5,000.00	1	\$5,000	0	\$0	0	\$0	1	\$5,000
CURLEX AFTER PAVING (8' WIDE)	LF	\$1.50	5,180	\$7,770	1,300	\$1,950	2,800	\$4,200	9,280	\$13,920
DRAINAGE EROSION CONTROL	LS	\$2,000.00	1	\$2,000	1	\$2,000	1	\$2,000	3	\$6,000
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TOTAL EROSION CONTROL				\$35,320		\$14,150		\$19,500		\$68,970

F.3 EROSION CONTROL - COIT ROAD

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$175.00	0	\$0	0	\$0	0	\$0	0	\$0
SWPPP	LS	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
SILT FENCE	LF	\$1.50	0	\$0	0	\$0	2,684	\$4,026	2,684	\$4,026
CONSTRUCTION ENTRANCE	EA	\$2,500.00	0	\$0	0	\$0	0	\$0	0	\$0
CURLEX AFTER PAVING (8' WIDE)	LF	\$1.50	0	\$0	0	\$0	2,684	\$4,026	2,684	\$4,026
ROCK CHECK DAM	EA	\$1,500.00	0	\$0	0	\$0	0	\$0	0	\$0
SEEDING	AC	\$285.00	0	\$0	0	\$0	0	\$0	0	\$0
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL EROSION CONTROL				\$0		\$0		\$8,052		\$8,052



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		NET AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

G. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$1,700.00	24	\$40,800	3	\$5,100	6	\$10,200	33	\$56,100
TOTAL FRANCHISE UTILITIES				\$40,800		\$5,100		\$10,200		\$56,100

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CITY REVIEW FEES	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TOTAL MISCELLANEOUS & OTHER				\$5,000		\$5,000		\$5,000		\$15,000



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018

PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		NET AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

SUMMARY - MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA	MAJOR IMPROVEMENTS				TOTAL
A.1 CLEARING & EXCAVATION - LEGACY DRIVE	\$76,505	\$0	\$0	\$0	\$76,505
A.2 CLEARING & EXCAVATION - COIT	\$0	\$0	\$0	\$0	\$0
B.1 WATER - LEGACY DRIVE	\$166,187	\$0	\$0	\$0	\$166,187
B.2 WATER - PRESTON ROAD	\$94,665	\$0	\$0	\$0	\$94,665
B.3 WATER - COIT ROAD	\$0	\$0	\$0	\$0	\$0
C.1 SEWER - LEGACY DRIVE	\$0	\$0	\$0	\$0	\$0
C.2 SEWER - PRESTON ROAD	\$1,748,283	\$0	\$0	\$0	\$1,748,283
C.3 SEWER - COIT ROAD	\$0	\$0	\$0	\$0	\$0
D.1 STORM SEWER - LEGACY DRIVE	\$500,655	\$0	\$0	\$0	\$500,655
D.2 STORM SEWER - COIT ROAD	\$0	\$0	\$0	\$0	\$0
E.1 PAVEMENT - LEGACY DRIVE	\$759,511	\$0	\$0	\$0	\$759,511
E.2A PAVEMENT - COIT ROAD (90' ROW)	\$0	\$0	\$0	\$0	\$0
F. EROSION CONTROL	\$50,070	\$0	\$0	\$0	\$50,070
G. FRANCHISE UTILITIES	\$40,800	\$0	\$0	\$0	\$40,800
H. MISCELLANEOUS & OTHER	\$5,000	\$0	\$0	\$0	\$5,000
SUB-TOTAL	\$3,441,676	\$0	\$0	\$0	\$3,441,676
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$240,917	\$0	\$0	\$0	\$240,917
ROADWAY IMPACT FEES (4.233*#LOTS*694)	\$0	\$0	\$0	\$0	\$0
WATER IMPACT FEES (\$3,276/LOT) (BUILDER)	\$0	\$0	\$0	\$0	\$0
WASTEWATER IMPACT FEES (\$4,631/LOT) (BUILDER)	\$0	\$0	\$0	\$0	\$0
PARK AND OPEN SPACE FEE (\$1500/LOT)	\$0	\$0	\$0	\$0	\$0
DISTRICT FORMATION COSTS	\$355,942	\$0	\$0	\$0	\$355,942
SUB-TOTAL	\$4,038,535	\$0	\$0	\$0	\$4,038,535
MISCELLANEOUS & CONTINGENCY (10%)	\$0	\$0	\$0	\$0	\$0
TOTAL COST	\$4,038,535	\$0	\$0	\$0	\$4,038,535



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
PRIVATE IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018

					1	2	3	TOTAL
PROJECT NAME:	The Chalk Hill - Private Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		PRIVATE AREA AC.	0.0	0.0	0.0	0.0

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	24.2	\$60,575	23.5	\$58,750	20.9	\$52,250	68.6	\$171,575
CONSTRUCTION ENTRANCE	EA	\$2,000.00	1	\$2,000	1	\$2,000	1	\$2,000	3.0	\$6,000
LOT / BLOCK EXCAVATION	CY	\$2.35	97,743	\$229,696	80,000	\$188,000	70,000	\$164,500	247,743.0	\$582,196
IMPORT	CY	\$8.00	17,316	\$138,528	9,000	\$72,000	15,000	\$120,000	41,316.0	\$330,528
OPEN SPACE FINAL GRADING	LS	\$7,000.00	1	\$7,000	0	\$0	0	\$0	1.0	\$7,000
ROUGH LOT GRADING	EA	\$200.00	157	\$31,400	145	\$29,000	138	\$27,600	440.0	\$88,000
FINAL LOT GRADING	EA	\$140.00	157	\$21,980	145	\$20,300	138	\$19,320	440.0	\$61,600
MOISTURE CONDITIONED PADS	LOT	\$1,500.00	157	\$235,500	145	\$217,500	138	\$207,000	440.0	\$660,000
TOTAL CLEARING & EXCAVATION			\$726,679		\$587,550		\$592,670		\$1,906,899	

B. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
RETAINING WALL (0'-4' DEPTH)	SY	\$10.00	7,300	\$73,000	5,000	\$50,000	4,000	\$40,000	16,300.0	\$163,000
RETAINING WALL (4'+ DEPTH)	SY	\$10.00	17,200	\$172,000	1,000	\$10,000	2,000	\$20,000	20,200.0	\$202,000
TOTAL RETAINING WALLS			\$245,000		\$60,000		\$60,000		\$365,000	



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
PRIVATE IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

PROJECT NAME:	The Chalk Hill - Private Improvements	CREATED BY:	JMC	NO. OF LOTS:	1	2	3	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	157	145	138	440
JOB NUMBER:		REVISED BY:		PRIVATE AREA AC.	41.0	28.0	25.0	94.0
					0.0	0.0	0.0	0.0

C. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SWPPP	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3.0	\$15,000
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	\$1.50	5,420	\$8,130	5,805	\$8,708	2,951	\$4,427	14,176.0	\$21,264
ROCK CHECK DAM	EA	\$1,500.00	1	\$1,500	0	\$0	0	\$0	1.0	\$1,500
SEEDING	AC	\$300.00	4	\$1,200	0	\$0	2	\$600	6.0	\$1,800
EROSION CONTROL INSPECTION & MAINTENANCE	LOT	\$150.00	157	\$23,550	145	\$21,750	138	\$20,700	440.0	\$66,000
TOTAL EROSION CONTROL				\$39,380		\$35,458		\$30,727		\$105,564

D. AMENITIES, LANDSCAPE, & SCREENING

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ENTRY OPEN SPACE AND AMENITY CENTER										
BRICK & STONE ENTRYWAY W/ CAST STONE SIGN	EA	\$50,000.00	1	\$50,000.00	0	\$0.00	0	\$0.00	1	\$50,000.00
SCREENING & BUFFERING ALONG ARTERIALS	LF	\$110.00	1,225	\$134,750.00	1,200	\$132,000.00	2,700	\$297,000.00	5125	\$563,750.00
LANDSCAPING ALONG ARTERIALS	LF	\$40.00	1,225	\$49,000.00	1,200	\$48,000.00	2,700	\$108,000.00	5125	\$205,000.00
1" SINGLE OPEN SPACE WATER SERVICE	EA	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6" OPEN SPACE SEWER SERVICE	EA	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
1" SINGLE IRRIGATION SERVICE	EA	\$800.00	3	\$2,400.00	1	\$800.00	3	\$2,400.00	7	\$5,600.00
2" SINGLE IRRIGATION SERVICE	EA	\$1,500.00	1	\$1,500.00	1	\$1,500.00	1	\$1,500.00	3	\$4,500.00
TOTAL FRANCHISE UTILITIES			\$237,650		\$182,300		\$408,900		\$828,850	



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
PRIVATE IMPROVEMENTS - CITY OF CELINA
FEBRUARY 7, 2018**

						1	2	3	TOTAL
PROJECT NAME:	The Chalk Hill - Private Improvements	CREATED BY:	JMC		NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM		GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:			PRIVATE AREA AC.	0.0	0.0	0.0	0.0

E. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
MISCELLANEOUS CITY FEES	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	3	\$15,000.00
GEOTECH TESTING	EA	\$220.00	157.00	\$34,540	145.00	\$31,900	138.00	\$30,360		\$96,800
TOTAL MISCELLANEOUS & OTHER				\$39,540		\$36,900		\$35,360		\$111,800

SUMMARY - PRIVATE IMPROVEMENTS - CITY OF CELINA	1	2	3	TOTAL
A. CLEARING & EXCAVATION	\$726,679	\$587,550	\$592,670	\$1,906,899
B. RETAINING WALLS	\$245,000	\$60,000	\$60,000	\$365,000
C. EROSION CONTROL	\$39,380	\$35,458	\$30,727	\$105,564
D. AMENITIES, LANDSCAPE, & SCREENING	\$237,650	\$182,300	\$408,900	\$828,850
E. MISCELLANEOUS & OTHER	\$39,540	\$36,900	\$35,360	\$111,800
SUB-TOTAL	\$1,288,249	\$902,208	\$1,127,657	\$3,318,113
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$90,177	\$63,155	\$78,936	\$232,268
ROADWAY IMPACT FEES (4.233*#LOTS*694)	\$0	\$0	\$0	\$0
WATER IMPACT FEES (\$3,276/LOT) (BUILDER)	\$0	\$0	\$0	\$0
WASTEWATER IMPACT FEES (\$4,631/LOT) (BUILDER)	\$0	\$0	\$0	\$0
PARK AND OPEN SPACE FEE (\$1500/LOT)	\$0	\$0	\$0	\$0
SUB-TOTAL	\$1,378,426	\$965,362	\$1,206,592	\$3,550,381
MISCELLANEOUS & CONTINGENCY (10%)	\$0	\$90,221	\$112,766	\$202,986
TOTAL COST	\$1,378,426	\$1,055,583	\$1,319,358	\$3,753,367



PHASE COST SUMMARY

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CITY OF CELINA
FEBRUARY 7, 2018

PHASED TOTAL SUMMARY				
COST TYPE	PHASE 1	PHASE 2	PHASE 3	TOTAL
DIRECT PUBLIC	\$2,882,241	\$4,095,367	\$3,605,066	\$10,582,675
MASTER PUBLIC	\$4,038,535	\$0	\$0	\$4,038,535
PRIVATE	\$1,378,426	\$1,055,583	\$1,319,358	\$3,753,367
TOTAL	\$8,299,203	\$5,150,950	\$4,924,424	\$18,374,577
LOTS:	157	146	138	441
COST PER LOT:	\$52,861	\$35,280	\$35,684	\$41,666

- 1) This estimate is based on the attached concept plan.
- 2) Earthwork quantities do not include costs for rock excavation. A Geotech should be consulted regarding the treatment of cultivated soil and its use on the project.
- 3) Sidewalks adjacent to residential lots are excluded from above costs. Sidewalks are assumed to be constructed by the home builders, except where adjacent to park dedication, collectors, thoroughfare, or open space. ADA ramps are required to be built by the Developer.
- 4) All fees need to be verified by the City of Celina at the time of construction & permitting.
- 5) Turn lanes and deceleration lanes are not included in this cost estimate.
- 6) Construction timing of improvements are assumed to run concurrent with adjacent off-site master infrastructure improvements,.
- Jurisdictional Water of the U.S. permitting is not included in this estimate.
- 8) It is assumed that no additional offsite easements will need to be acquired for the proposed utilities.
- 9) All earthwork numbers are contained to the limits of the ROW. Onsite earthwork numbers have been seperated to the ROW and lots only.

OPC
CHALK HILL PHASE 2-3 ONSITE&OFFSITE
 Celina, Texas

284 Lots
52 Acres Total

Project Number: CEN20002
Prepared For: Centurion American
Date: October 13, 2022

ONSITE CONSTRUCTION COSTS	
DESCRIPTION	AMOUNT
Earthwork (PRIVATE)	\$ 1,112,560
Paving (PID)	\$ 2,171,890
Storm (PID)	\$ 851,110
Water (PID)	\$ 1,230,300
Sewer (PID)	\$ 939,210
Street Lights & Signs (PRIVATE)	\$ 162,930
Retaining Walls (PRIVATE)	\$ 779,070
TOTAL CONSTRUCTION COSTS	\$ 7,247,100

OFFSITE CONSTRUCTION COSTS	
DESCRIPTION	AMOUNT
Earthwork (PID)	\$ 42,130
Paving (PID)	\$ 885,990
Storm (PID)	\$ 62,520
Water (PID)	\$ 284,420
Sewer (PID)	\$ 0
Street Lights & Signs (PID)	\$ 160,340
Retaining Walls (PID)	\$ 0
TOTAL CONSTRUCTION COSTS	\$ 1,435,410

MISCELLANEOUS COSTS				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Engineering & Surveying	12	%	\$ 8,682,516	\$1,041,900
SWPPP (plan preparation & inspections)	1	LS	\$16,000	\$16,000
PPM Bond (3% of Total CC)	3%	%	\$ 8,682,516	\$260,475
Engineering Review & Inspection Fee	3%	%	\$ 8,682,516	\$260,475
Geotechnical Testing (1% of Construction Costs)	1%	%	\$ 8,682,516	\$86,825
Materials Testing Fee	3%	%	\$ 8,682,516	\$260,475
PID Consulting/Legal Services	1	LS	\$400,000	\$400,000
TOTAL MISC. COSTS				\$ 2,326,150

SUMMARY				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Construction Costs				\$ 8,682,516
Miscellaneous Costs				\$2,326,150
Contingency Costs	15%	%	\$11,008,670	\$1,651,300
NET PROJECT COSTS				\$ 12,659,970

Per Acre: \$243,461
Per Lot: \$44,500

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



EXHIBIT C

CHALK HILL CONCEPT PLAN

CELINA, TEXAS

SHEET:
V1.1

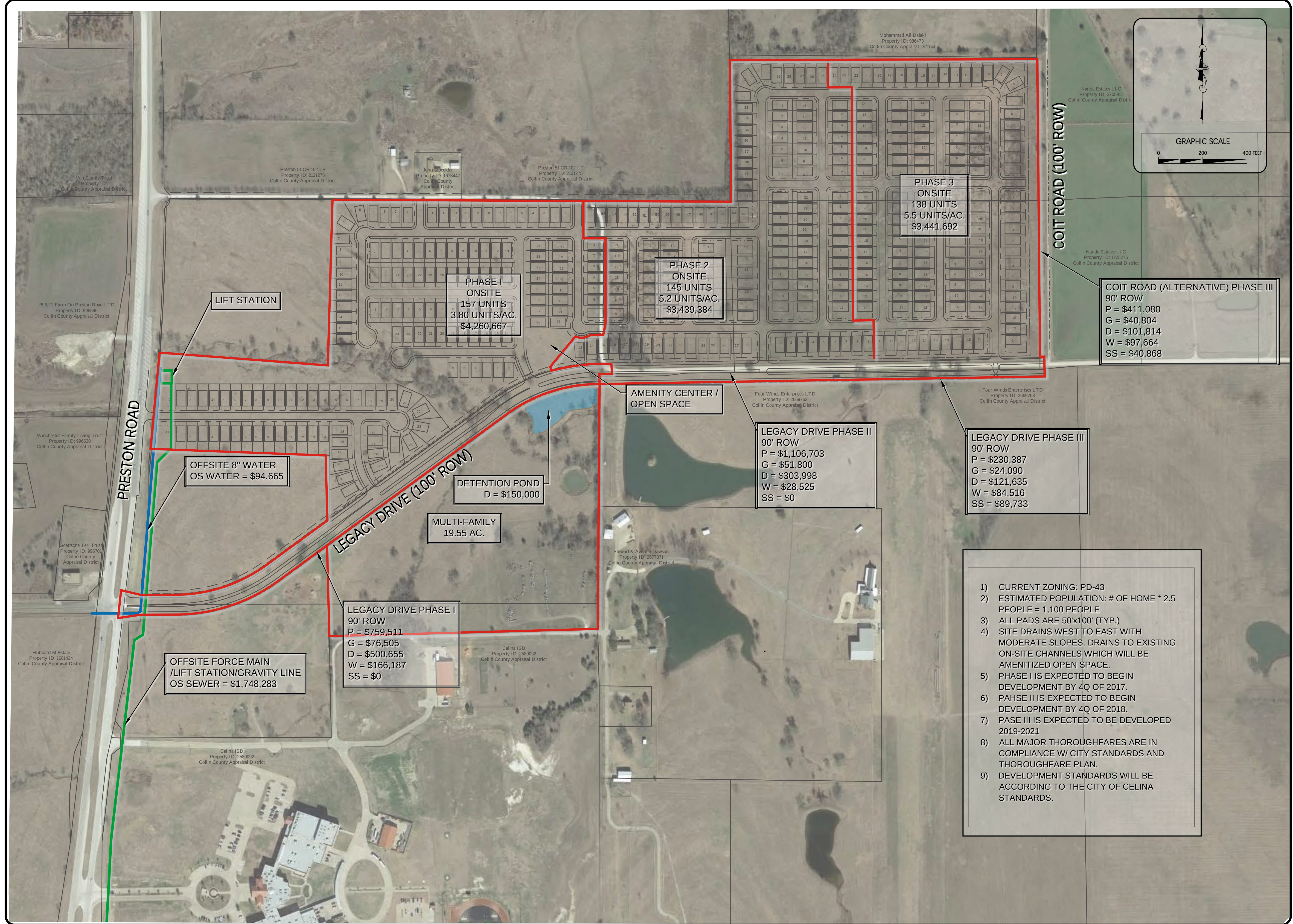


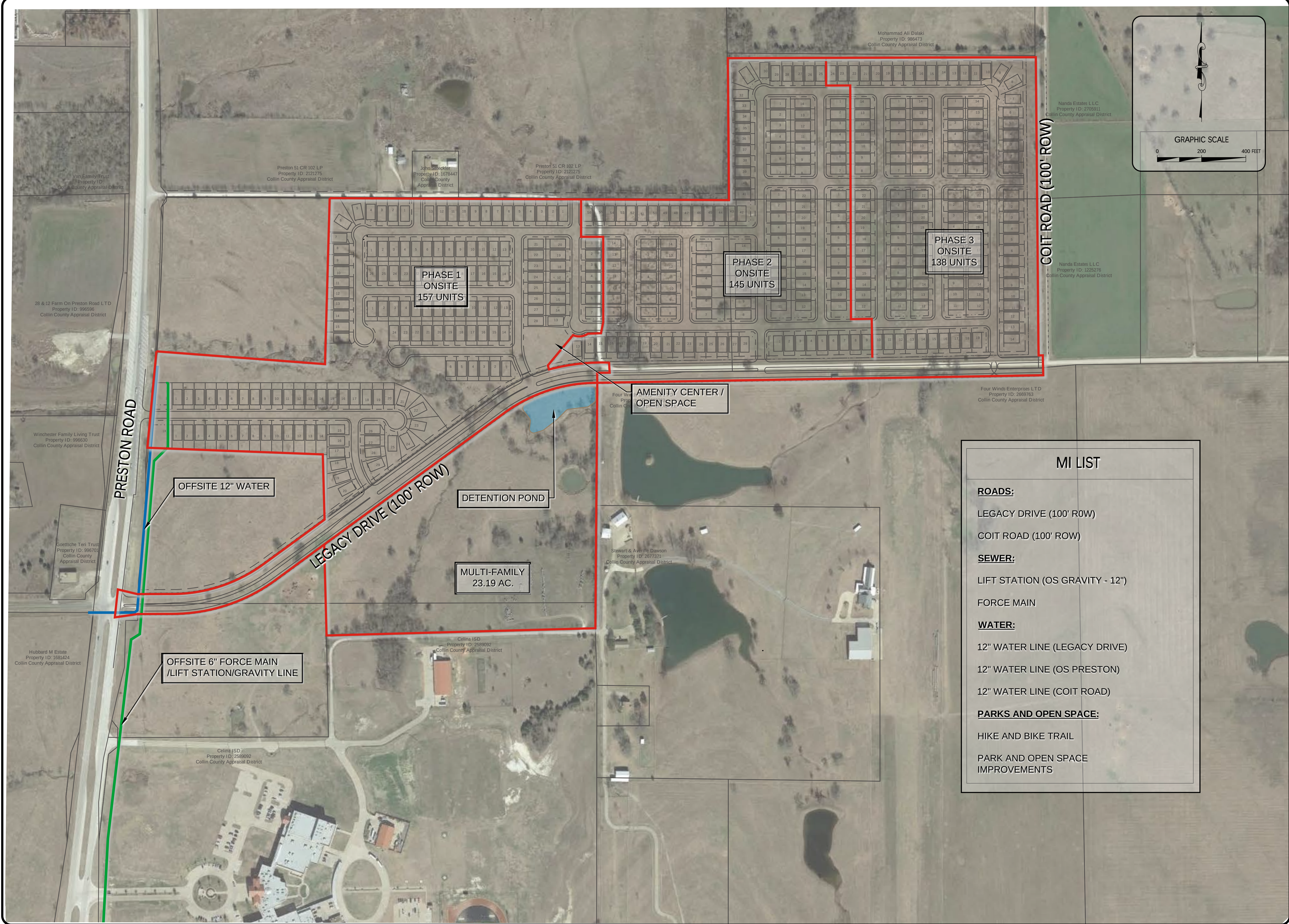


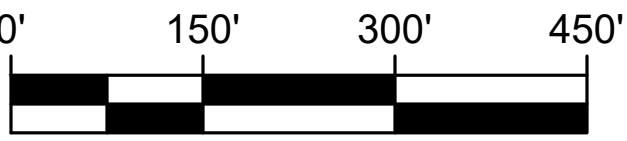
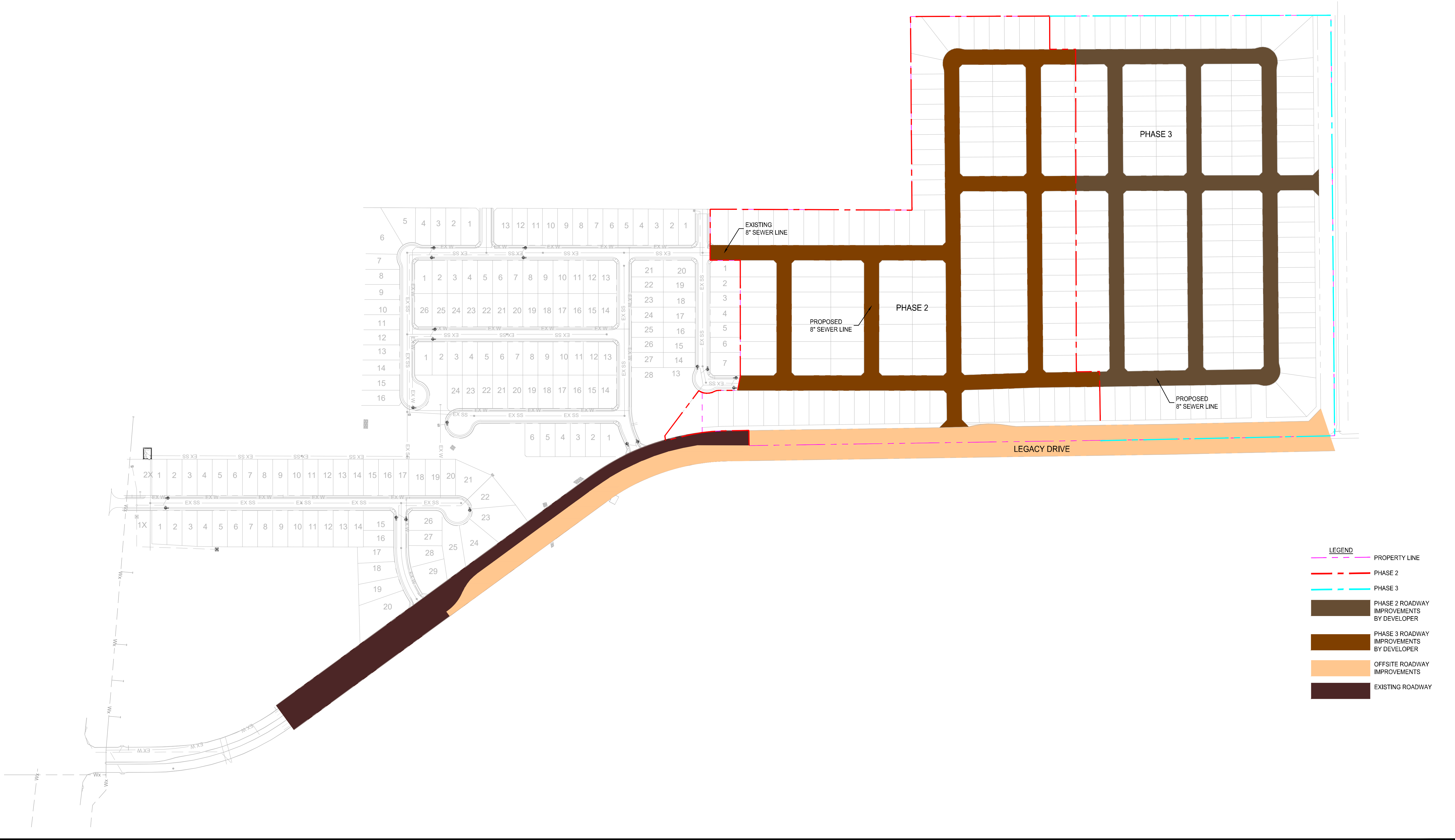
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CHALK HILL CONCEPT PLAN
CELINA, TEXAS

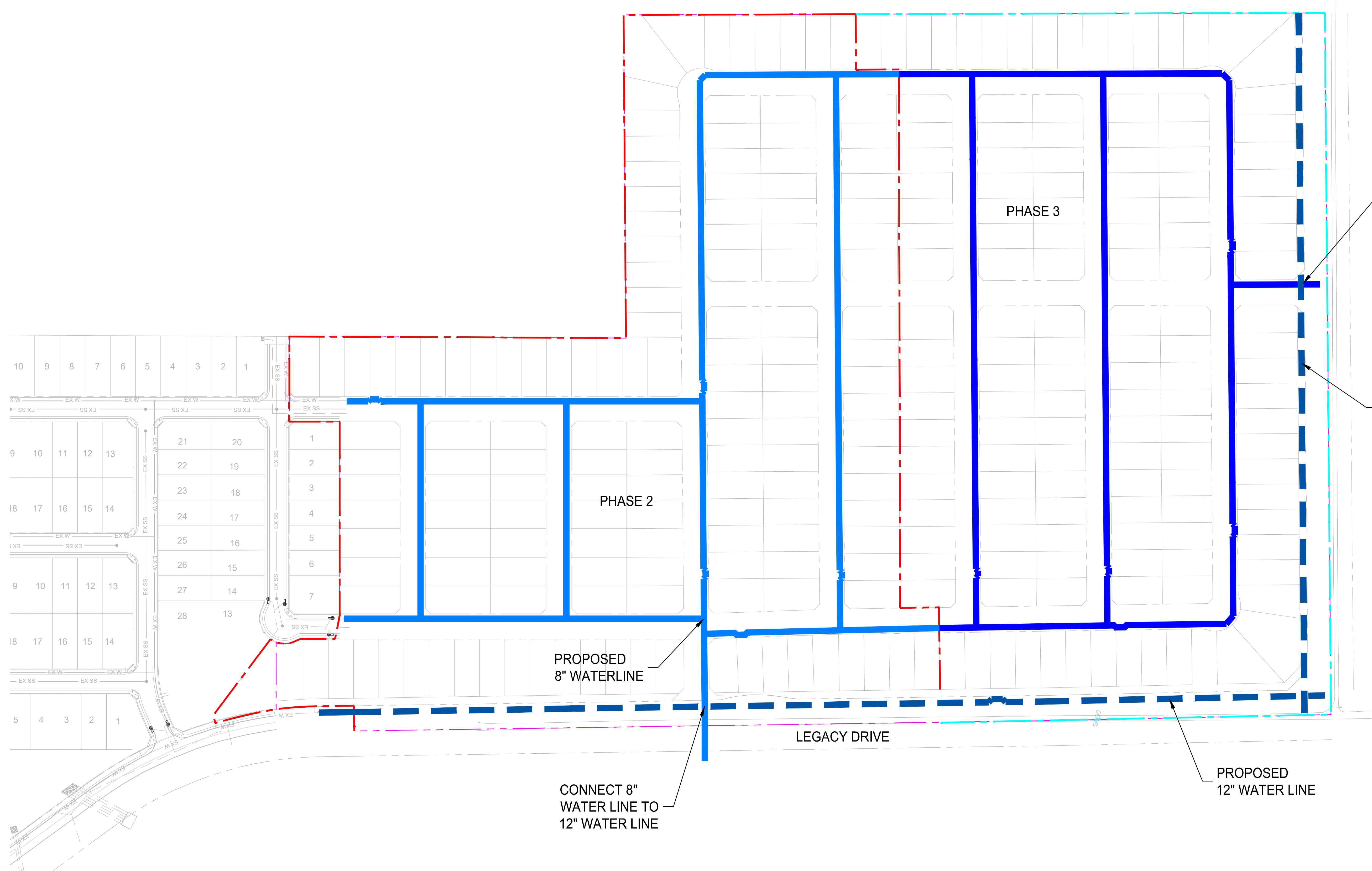
SHEET:
V1.1

6/15/17

CEN15001







CONNECT 8"
WATER LINE TO
12" WATER LINE

PROPOSED
12" WATER LINE

PROPOSED
8" WATERLINE

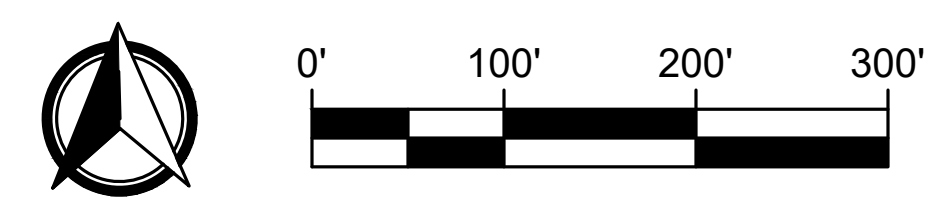
CONNECT 8"
WATER LINE TO
12" WATER LINE

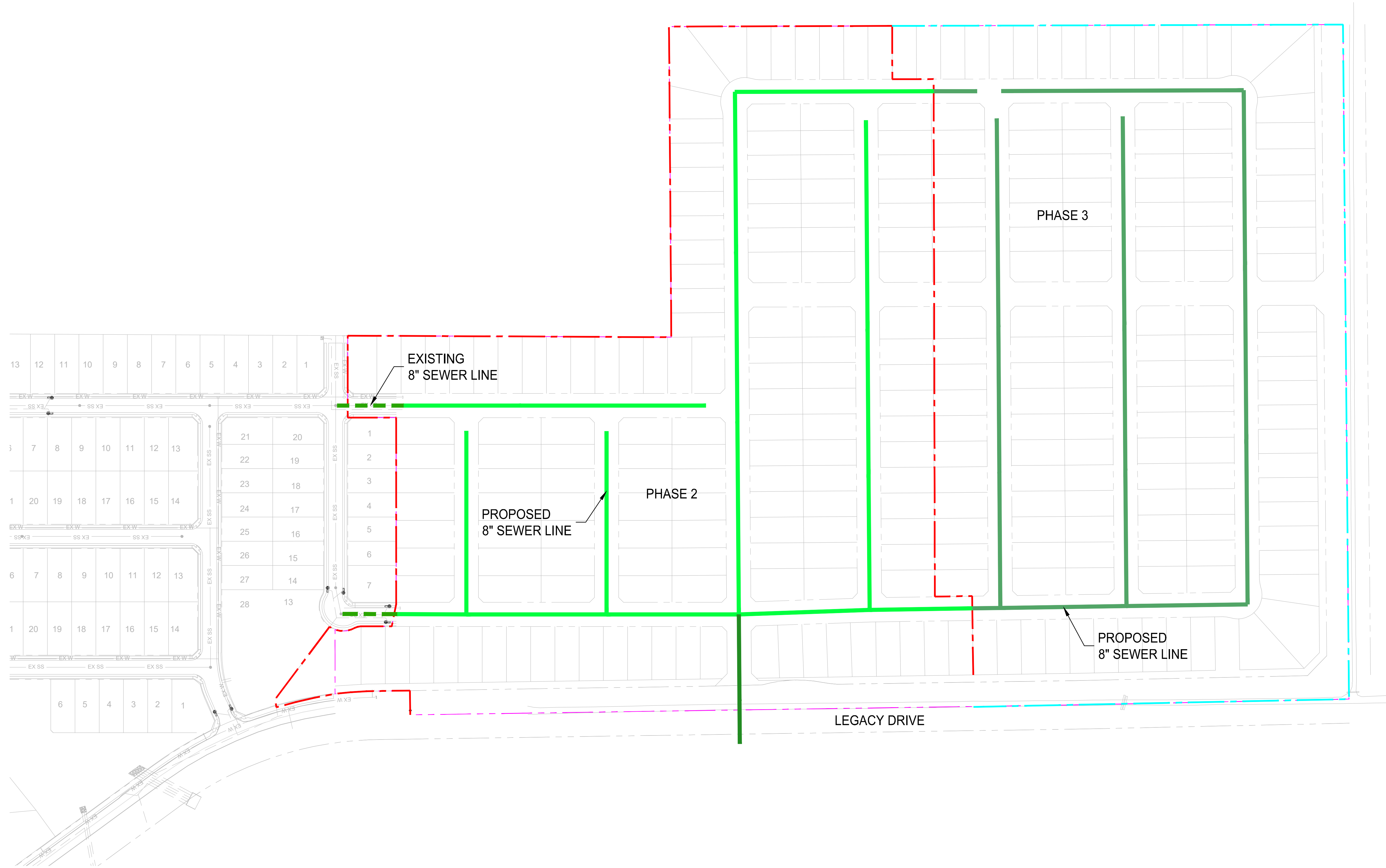
PROPOSED
12" WATER LINE

- LEGEND**
- PROPERTY LINE
 - PHASE 2
 - PHASE 3
 - PHASE 2 PROPOSED 8" WATER
 - PHASE 3 PROPOSED 8" WATER
 - OFFSITE INFRASTRUCTURE

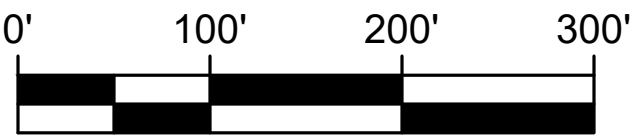


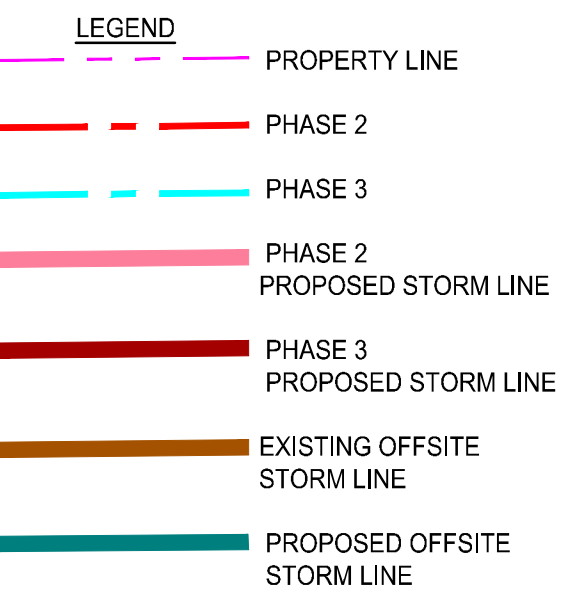
CEN22002
CHALK HILL WATER EXHIBIT
CELINA, TEXAS
OCTOBER 2022





- LEGEND**
- PROPERTY LINE
 - PHASE 2
 - PHASE 3
 - PHASE 2 8" PROPOSED SEWER LINE
 - PHASE 3 8" PROPOSED SEWER LINE
 - 8" EXISTING SEWER LINE
 - 8" PROPOSED SEWER LINE





APPENDIX D
LEGAL DESCRIPTION (PHASES #2-3)

Chalk Hill PID No. 2 (Phases #2-3)**Legal Description****TRACT 1 - 28.461 ACRES**

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE WILLIAM W. SHAWVER SURVEY, ABSTRACT NUMBER 810, THE GEORGE W. EASTES SURVEY, ABSTRACT NUMBER 299, AND THE WILLIAM B. TUCKER SURVEY, ABSTRACT NUMBER 912, IN COLLIN COUNTY, TEXAS. SAID TRACT OF LAND BEING A PORTION OF THE LAND DESCRIBED IN MM CHALK HILL, LLC RECORDED IN INSTRUMENT NUMBER 20180504000548780 HEREIN AFTER REFERRED TO AS (PHASE 2), OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID (PHASE 2) TRACT, BEING IN THE EAST LINE OF A TRACT OF LAND TO CHALK HILL, PHASE 1 RECORDED IN INSTRUMENT NUMBER 202015010003910 OF SAID COUNTY RECORDS AND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 102 (A GRAVEL ROAD OF UNDETERMINED WIDTH);

THENCE FOLLOWING THE EAST LINE OF SAID PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 57' 18" W, 50.05 FEET;

S 89° 08' 40" W, 56.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 98.29 FEET, THROUGH A CENTRAL ANGLE OF 06° 59' 24", HAVING A RADIUS OF 805.67 FEET, AND A LONG CHORD WHICH BEARS S 86° 33' 05" W, 98.23 FEET;

N 00° 00' 26" E, 132.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 42.29 FEET, THROUGH A CENTRAL ANGLE OF 48° 27' 39", HAVING A RADIUS OF 50.00 FEET, AND A LONG CHORD WHICH BEARS N 85° 05' 12" E, 41.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 12.72 FEET, THROUGH A CENTRAL ANGLE OF 29° 09' 06", HAVING A RADIUS OF 25.00 FEET, AND A LONG CHORD WHICH BEARS N 75° 25' 53" E, 12.58 FEET;

S 89° 59' 34" E, 63.85 FEET;

N 11° 19' 29" E, 46.47 FEET;

N 00° 00' 26" E, 385.27 FEET;

N 89° 59' 34" W, 100.00 FEET;

N 00° 00' 26" E, 169.26 FEET TO THE SOUTH LINE OF A TRACT OF LAND TO PRESTON 51 CR 102, LP RECORDED IN INSTRUMENT NUMBER 20071120001569950 OF SAID COUNTY RECORDS;

THENCE S 89° 43' 09" E, 667.82 FEET TO THE SOUTHEAST CORNER OF SAID PRESTON 51 TRACT;

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

THENCE N 00° 25' 39" W, 640.81 FEET ALONG THE EAST LINE OF SAID PRESTON 51 TRACT THE TO THE SOUTHWEST OF A TRACT OF LAND TO MOHAMMAD ALI DALAKI RECORDED IN INSTRUMENT NUMBER 20141119001266880 OF SAID COUNTY RECORDS;

THENCE N 89° 49' 43" E, 410.50 FEET ALONG THE SOUTH LINE OF SAID MOHAMMAD TRACT AND THE NORTH LINE OF SAID (PHASE 2) TRACT;

THENCE DEPARTING SAID MOHAMMAD TRACT OVER AND ACROSS SAID (PHASE 2) THE FOLLOWING BEARINGS AND DISTANCES

S 00° 10' 43" E, 110.16 FEET;
 N 89° 49' 17" E, 129.92 FEET;
 S 00° 26' 05" E, 1067.96 FEET;
 N 89° 08' 15" E, 76.68 FEET;
 S 00° 51' 45" E, 227.41 FEET;

THENCE S 89° 08' 40" W, 1163.14 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1,239,757 SQUARE FEET OR 28.461 ACRES MORE OR LESS.

TRACT 2 – 27.288 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE WILLIAM W. SHAWVER SURVEY, ABSTRACT NUMBER 810, THE GEORGE W. EASTES SURVEY, ABSTRACT NUMBER 299, AND THE WILLIAM B. TUCKER SURVEY, ABSTRACT NUMBER 912, IN COLLIN COUNTY, TEXAS. SAID TRACT OF LAND BEING A PORTION OF THE LAND DESCRIBED IN MM CHALK HILL, LLC RECORDED IN INSTRUMENT NUMBER 20180504000548780 HEREIN AFTER REFERRED TO AS (PHASE 2), OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID (PHASE 2) TRACT AND BEING IN THE NORTH LINE OF COUNTY ROAD 102 (A GRAVEL ROAD OF UNDETERMINED WIDTH);

THENCE S 88° 46' 02" W, 551.59 FEET ALONG THE COMMON LINE OF SAID (PHASE 2) TRACT AND SAID COUNTY ROAD 102;

THENCE S 89° 08' 40" W, 222.84 FEET CONTINUING ALONG SAID COMMON LINE;

THENCE DEPARTING SAID COMMON LINE OVER AND ACROSS SAID (PHASE 2) TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 51' 45" W, 227.41 FEET;
 S 89° 08' 15" W, 76.68 FEET;
 N 00° 26' 05" W, 1067.96 FEET;
 S 89° 49' 17" W, 129.92 FEET;
 N 00° 10' 43" W, 110.16 FEET TO THE NORTH LINE OF SAID (PHASE 2) TRACT AND THE SOUTH LINE OF A TRACT OF LAND TO MOHAMMAD ALI DALAKI RECORDED IN INSTRUMENT NUMBER 20141119001266880 OF SAID COUNTY RECORDS;

THENCE N 89° 49' 43" E, 980.50 FEET ALONG THE SOUTH LINE OF SAID MOHAMMAD TRACT TO THE WEST LINE OF A TRACT OF LAND TO NANDA ESTATES, LLC RECORDED IN INSTRUMENT NUMBER 20140709000706790 OF SAID COUNTY RECORDS;

THENCE S 00° 30' 16" E, 1391.70 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1,188,681 SQUARE FEET OR 27.288 ACRES MORE OR LESS.

APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

 _____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
 CITY OF CELINA, TEXAS
 CONCERNING THE FOLLOWING PROPERTY

 STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Chalk Hill Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

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

Notary Public, State of Texas]³

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

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

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

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

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

Notary Public, State of Texas]⁴

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

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified as one Lot Type.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (50 Ft)	441	Units
Total	441	Units

Table F-2 shows the residential units to be developed within Phase #1.

Table F-2
Development within the Phase #1

Description	Development	
Lot Type 1 (50 Ft)	157	Units
Total	157	Units

Table F-3 shows the proposed residential units to be developed within the Phases #2-3.

Table F-3
Proposed Development within the Phases #2-3

Description	Proposed Development	
Lot Type 1 (50 Ft)	284	Units
Total	284	Units

B) Allocation of Assessments to Lots within Phases #2-3 (Phases #2-3 Major Improvements)

As shown in Table F-4 the total amount of the Phases #2-3 Major Improvement Bonds, which represents the total Assessment to be allocated on all Parcels within Phases #2-3 related to Phases #2-3 Major Improvements, is \$3,690,000. As shown above, there are a total of 284 residential units, resulting in an Assessment per Lot of \$12,992.96 (i.e. $\$3,690,000 \div 284 = \$12,992.96$).

Table F-4 sets forth the Assessment per dwelling unit within the Phases #2-3 for the Phases #2-3 Major Improvements.

Table F-4
Assessment Per Unit – Phases #2-3 Major Improvements

Description	Planned No. of Lots	Assessment per Lot	Total Assessments
Lot Type 1 (50 Ft)	284	\$12,992.96 Per Lot	\$3,690,000
Total	284		\$3,690,000

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

Table F-5
Projected Leverage – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Assessment per Lot	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 - 50 Feet	284	\$70,000	\$400,000	\$12,992.96	5.39	30.79

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

Table F-6
Estimated Tax Rate Equivalent per Lot – Phases #2-3 Major Improvements

Description	Planned No. of Lots	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Projected Average Annual Installment per Lot	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 - 50 Feet	284	\$70,000	\$400,000	\$1,195.97	\$1.71	\$0.30

C) Allocation of Assessments to Lots within Phase #1

As shown in Table F-7 the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1 is \$4,325,000. As shown above, there are a total of 157 residential units, resulting in an Assessment per Lot of \$27,547.77 (i.e. $\$4,325,000 \div 157 = \$27,547.77$).

Table F-7 sets forth the Assessment per dwelling unit within Phase #1.

Table F-7
Assessment Per Unit – Phase #1

Description	Planned No. of Lots	Assessment per Lot	Total Assessments
Lot Type 1 (50 Ft)	157	\$27,547.77 Per Lot	\$4,325,000
Total	157		\$4,325,000

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

Table F-8
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Assessment per Lot	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (50 Ft)	157	\$60,000	\$300,000	\$27,547.77	2.18	10.89

¹ Estimated lot values and projected home values found in official statement for Phases #2-3 Major Improvements and the limited offering memorandum for Phase #1.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9.

Table F-9
Estimated Tax Rate Equivalent per Lot – Phase #1

Description	Planned No. of Lots	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Projected Average Annual Installment per Lot	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (50 Ft)	157	\$60,000	\$300,000	\$2,409.92	\$4.02	\$0.80

¹ Estimated lot values and projected home values found in official statement for Phases #2-3 Major Improvements and the limited offering memorandum for Phase #1.

D) Allocation of Assessments to Lots within Phases #2-3 (Phases #2-3 Direct Improvements)

As shown in Table F-10 the total amount of the Phases #2-3 Direct Improvement Bonds and Phases #2-3 Direct Improvement Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phases #2-3 related to the Phases #2-3 Direct Improvements, is \$9,245,000. As shown above, there are a total of 284 residential units, resulting in an Assessment per Lot of \$32,552.82 (i.e. $\$9,245,000 \div 284 = \$32,552.82$).

Table F-10 sets forth the Assessment per dwelling unit within Phases #2-3 for the Phases #2-3 Direct Improvements.

Table F-10
Assessment Per Unit – Phases #2-3 Direct Improvements

Description	Planned No. of Lots	Assessment per Lot	Total Assessments
Lot Type 1 (50 Ft)	284	\$32,552.82 Per Lot	\$9,245,000
Total	284		\$9,245,000

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-11.

Table F-11
Projected Leverage – Phases #2-3 Direct Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Assessment per Lot	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (50 Ft)	284	\$70,000	\$400,000	\$32,552.82	2.15	12.29

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12.

Table F-12
Estimated Tax Rate Equivalent per Lot – Phases #2-3 Direct Improvements

Description	Planned No. of Lots	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Projected Average Annual Installment per Lot	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (50 Ft)	284	\$70,000	\$400,000	\$2,902.19	\$4.15	\$0.73

E) Combined Allocation of Assessments to Lots within Phases #2-3 (Phases #2-3 Major Improvements and Phases #2-3 Direct Improvements)

As shown in Table F-13 the total amount of the Phases #2-3 Major Improvement Bonds, the Phases #2-3 Direct Improvement Bonds, and Phases #2-3 Direct Improvement Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phases #2-3, is \$12,935,000. As shown above, there are a total of 284 residential units, resulting in an Assessment per Lot of \$45,545.77 (i.e. $\$12,935,000 \div 284 = \$45,545.77$).

Table F-13 sets forth the combined Assessment per dwelling unit within Phases #2-3.

Table F-13
Combined Assessment Per Unit – Phases #2-3

Description	Planned No. of Lots	Assessment per Lot	Total Assessments
Lot Type 1 - 50 Feet	284	\$45,545.77 Per Lot	\$12,935,000
Total	284		\$12,935,000

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-14.

Table F-14
Combined Projected Leverage – Phases #2-3

Description	Planned No. of Units	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Assessment per Lot	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 - 50 Feet	284	\$70,000	\$400,000	\$45,545.77	1.54	8.78

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-15.

Table F-15
Combined Estimated Tax Rate Equivalent per Lot – Phases #2-3

Description	Planned No. of Lots	Estimated Finished Lot Value per Lot¹	Projected Home Value per Lot¹	Projected Average Annual Installment per Lot	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 - 50 Feet	284	\$70,000	\$400,000	\$4,098.16	\$5.85	\$1.02

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

APPENDIX G
PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Appendix G
Phases #2-3 Major Improvement Assessment Roll

**Parcel
Assessment
Total Units**

2779860, 997522, and 98650
\$3,690,000
284.00

Year¹	Principal and Interest²	Principal and Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve	Capitalized Interest/ Available Credits	Total Annual Installment
2018	\$0	\$94,390	\$25,000	\$7,124	(\$94,390)	\$32,124
2019	\$0	\$244,463	\$25,500	\$18,450	(\$244,463)	\$43,950
2020	\$0	\$244,463	\$23,100	\$18,450	(\$250,463)	\$35,550
2021	\$50,000	\$244,462	\$17,000	\$18,450	(\$11,248)	\$318,664
2022	\$55,000	\$241,150	\$30,000	\$18,200	\$0	\$344,350
2023	\$55,000	\$237,506	\$35,000	\$17,925	\$0	\$345,431
2024	\$60,000	\$233,863	\$28,154	\$17,650	\$0	\$339,667
2025	\$65,000	\$229,888	\$28,717	\$17,350	\$0	\$340,955
2026	\$70,000	\$225,581	\$29,291	\$17,025	\$0	\$341,898
2027	\$70,000	\$220,944	\$29,877	\$16,675	\$0	\$337,496
2028	\$75,000	\$216,306	\$30,475	\$16,325	\$0	\$338,106
2029	\$80,000	\$211,338	\$31,084	\$15,950	\$0	\$338,372
2030	\$85,000	\$206,038	\$31,706	\$15,550	\$0	\$338,294
2031	\$95,000	\$200,406	\$32,340	\$15,125	\$0	\$342,871
2032	\$100,000	\$194,113	\$32,987	\$14,650	\$0	\$341,749
2033	\$105,000	\$187,488	\$33,647	\$14,150	\$0	\$340,284
2034	\$110,000	\$180,531	\$34,320	\$13,625	\$0	\$338,476
2035	\$120,000	\$173,244	\$35,006	\$13,075	\$0	\$341,325
2036	\$125,000	\$165,294	\$35,706	\$12,475	\$0	\$338,475
2037	\$135,000	\$157,013	\$36,420	\$11,850	\$0	\$340,283
2038	\$145,000	\$148,069	\$37,149	\$11,175	\$0	\$341,392
2039	\$155,000	\$138,463	\$37,892	\$10,450	\$0	\$341,804
2040	\$165,000	\$128,194	\$38,649	\$9,675	\$0	\$341,518
2041	\$175,000	\$117,263	\$39,422	\$8,850	\$0	\$340,535
2042	\$185,000	\$105,669	\$40,211	\$7,975	\$0	\$338,855
2043	\$200,000	\$93,413	\$41,015	\$7,050	\$0	\$341,478
2044	\$210,000	\$80,163	\$41,835	\$6,050	\$0	\$338,048
2045	\$225,000	\$66,250	\$42,672	\$5,000	\$0	\$338,922
2046	\$240,000	\$51,344	\$43,526	\$3,875	\$0	\$338,744
2047	\$260,000	\$35,444	\$44,396	\$2,675	\$0	\$342,515
2048	\$275,000	\$18,219	\$45,284	\$1,375	\$0	\$339,878
Total	\$3,690,000	\$5,090,964	\$1,057,383	\$384,224	(600,564)	\$9,622,007

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

¹The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.

²Represents the principal and interest on the Phases #2-3 Major Improvement Bonds. Interest is calculated using an interest rate of 6.625% in the years (1-30) 2018-2048.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-1**Annual Installment per Lot - Phases #2-3 Major Improvement Assessment Roll**

**Parcel
Assessment
Total Units**

**Lot Type 1 (50 Ft)
\$12,993
284**

Year¹	Principal and Interest²	Principal and Interest³	Administrative Expenses⁴	Prepayment Reserve & Delinquency Reserve⁵	Capitalized Interest/ Available Credits⁶	Total Annual Installment
2018	\$0	\$332	\$88	\$25	(\$332)	\$113
2019	\$0	\$861	\$90	\$65	(\$861)	\$155
2020	\$0	\$861	\$81	\$65	(\$882)	\$125
2021	\$176	\$861	\$60	\$65	(40)	\$1,122
2022	\$194	\$849	\$106	\$64	\$0	\$1,213
2023	\$194	\$836	\$123	\$63	\$0	\$1,216
2024	\$211	\$823	\$99	\$62	\$0	\$1,196
2025	\$229	\$809	\$101	\$61	\$0	\$1,201
2026	\$246	\$794	\$103	\$60	\$0	\$1,204
2027	\$246	\$778	\$105	\$59	\$0	\$1,188
2028	\$264	\$762	\$107	\$57	\$0	\$1,191
2029	\$282	\$744	\$109	\$56	\$0	\$1,191
2030	\$299	\$725	\$112	\$55	\$0	\$1,191
2031	\$335	\$706	\$114	\$53	\$0	\$1,207
2032	\$352	\$683	\$116	\$52	\$0	\$1,203
2033	\$370	\$660	\$118	\$50	\$0	\$1,198
2034	\$387	\$636	\$121	\$48	\$0	\$1,192
2035	\$423	\$610	\$123	\$46	\$0	\$1,202
2036	\$440	\$582	\$126	\$44	\$0	\$1,192
2037	\$475	\$553	\$128	\$42	\$0	\$1,198
2038	\$511	\$521	\$131	\$39	\$0	\$1,202
2039	\$546	\$488	\$133	\$37	\$0	\$1,204
2040	\$581	\$451	\$136	\$34	\$0	\$1,203
2041	\$616	\$413	\$139	\$31	\$0	\$1,199
2042	\$651	\$372	\$142	\$28	\$0	\$1,193
2043	\$704	\$329	\$144	\$25	\$0	\$1,202
2044	\$739	\$282	\$147	\$21	\$0	\$1,190
2045	\$792	\$233	\$150	\$18	\$0	\$1,193
2046	\$845	\$181	\$153	\$14	\$0	\$1,193
2047	\$915	\$125	\$156	\$9	\$0	\$1,206
2048	\$968	\$64	\$159	\$5	\$0	\$1,197
Total	\$12,993	\$17,926	\$3,723	\$1,353	(2,115)	\$33,880

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

¹The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.

²Represents the principal and interest on the Phases #2-3 Major Improvement Bonds. Interest is calculated using an interest rate of 6.625% in the years (1-30) 2018-2048.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

APPENDIX H
PHASE #1 ASSESSMENT ROLL

Appendix H
Phase #1 Assessment Roll

**Parcel
Assessment
Total Units**

**All Parcels
\$4,325,000
157**

Year¹	Principal	Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Available Credits⁵	Total Annual Installment
2018	\$0	\$104,371	\$30,000	\$8,350	(\$104,371)	\$38,349
2019	\$0	\$291,938	\$30,600	\$0	(\$270,313)	\$52,225
2020	\$60,000	\$291,938	\$27,100	\$0	(\$7,000)	\$372,038
2021	\$60,000	\$266,562	\$34,000	\$8,780	(\$15,000)	\$354,342
2022	\$65,000	\$262,812	\$37,000	\$21,025	\$0	\$385,837
2023	\$70,000	\$257,076	\$36,000	\$20,566	\$0	\$383,642
2024	\$75,000	\$252,813	\$33,785	\$20,225	\$0	\$381,822
2025	\$80,000	\$248,125	\$34,461	\$19,850	\$0	\$382,436
2026	\$80,000	\$243,125	\$35,150	\$19,450	\$0	\$377,725
2027	\$85,000	\$238,125	\$35,853	\$19,050	\$0	\$378,028
2028	\$95,000	\$232,813	\$36,570	\$18,625	\$0	\$383,007
2029	\$100,000	\$226,875	\$37,301	\$18,150	\$0	\$382,326
2030	\$105,000	\$220,625	\$38,047	\$17,650	\$0	\$381,322
2031	\$110,000	\$214,063	\$38,808	\$17,125	\$0	\$379,996
2032	\$115,000	\$207,188	\$39,584	\$16,575	\$0	\$378,347
2033	\$125,000	\$200,000	\$40,376	\$16,000	\$0	\$381,376
2034	\$130,000	\$192,188	\$41,184	\$15,375	\$0	\$378,746
2035	\$140,000	\$184,063	\$42,007	\$14,725	\$0	\$380,795
2036	\$150,000	\$175,313	\$42,847	\$14,025	\$0	\$382,185
2037	\$155,000	\$165,938	\$43,704	\$13,275	\$0	\$377,917
2038	\$165,000	\$156,250	\$44,578	\$12,500	\$0	\$378,328
2039	\$175,000	\$145,938	\$45,470	\$11,675	\$0	\$378,082
2040	\$190,000	\$135,000	\$46,379	\$10,800	\$0	\$382,179
2041	\$200,000	\$123,125	\$47,307	\$9,850	\$0	\$380,282
2042	\$210,000	\$110,625	\$48,253	\$8,850	\$0	\$377,728
2043	\$225,000	\$97,500	\$49,218	\$7,800	\$0	\$379,518
2044	\$240,000	\$83,438	\$50,203	\$6,675	\$0	\$380,315
2045	\$255,000	\$68,438	\$51,207	\$5,475	\$0	\$380,119
2046	\$270,000	\$52,500	\$52,231	\$4,200	\$0	\$378,931
2047	\$290,000	\$35,625	\$53,275	\$2,850	\$0	\$381,750
2048	\$280,000	\$17,500	\$54,341	\$1,400	\$0	\$353,241
Total	\$4,300,000	\$5,501,884	\$1,276,840	\$380,896	(\$396,684)	\$11,062,935

¹The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.

²Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 6.25% in the years (1-30) 2018-2048.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

Appendix H-1
Annual Installment per Lot - Phase #1 Assessment Roll

**Parcel
Assessment
Total Units**

**Lot Type 1 (50 Ft)
\$27,548
157**

Year¹	Principal	Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Available Credits⁵	Total Annual Installment
2018	\$0	\$665	\$191	\$53	(\$665)	\$244
2019	\$0	\$1,859	\$195	\$0	(\$1,722)	\$333
2020	\$382	\$1,859	\$173	\$0	(\$45)	\$2,370
2021	\$382	\$1,698	\$217	\$56	(\$96)	\$2,257
2022	\$414	\$1,674	\$236	\$134	\$0	\$2,458
2023	\$446	\$1,637	\$229	\$131	\$0	\$2,444
2024	\$478	\$1,610	\$215	\$129	\$0	\$2,432
2025	\$510	\$1,580	\$219	\$126	\$0	\$2,436
2026	\$510	\$1,549	\$224	\$124	\$0	\$2,406
2027	\$541	\$1,517	\$228	\$121	\$0	\$2,408
2028	\$605	\$1,483	\$233	\$119	\$0	\$2,440
2029	\$637	\$1,445	\$238	\$116	\$0	\$2,435
2030	\$669	\$1,405	\$242	\$112	\$0	\$2,429
2031	\$701	\$1,363	\$247	\$109	\$0	\$2,420
2032	\$732	\$1,320	\$252	\$106	\$0	\$2,410
2033	\$796	\$1,274	\$257	\$102	\$0	\$2,429
2034	\$828	\$1,224	\$262	\$98	\$0	\$2,412
2035	\$892	\$1,172	\$268	\$94	\$0	\$2,425
2036	\$955	\$1,117	\$273	\$89	\$0	\$2,434
2037	\$987	\$1,057	\$278	\$85	\$0	\$2,407
2038	\$1,051	\$995	\$284	\$80	\$0	\$2,410
2039	\$1,115	\$930	\$290	\$74	\$0	\$2,408
2040	\$1,210	\$860	\$295	\$69	\$0	\$2,434
2041	\$1,274	\$784	\$301	\$63	\$0	\$2,422
2042	\$1,338	\$705	\$307	\$56	\$0	\$2,406
2043	\$1,433	\$621	\$313	\$50	\$0	\$2,417
2044	\$1,529	\$531	\$320	\$43	\$0	\$2,422
2045	\$1,624	\$436	\$326	\$35	\$0	\$2,421
2046	\$1,720	\$334	\$333	\$27	\$0	\$2,414
2047	\$1,847	\$227	\$339	\$18	\$0	\$2,432
2048	\$1,783	\$111	\$346	\$9	\$0	\$2,250
Total	\$27,389	\$35,044	\$8,133	\$2,426	(\$2,527)	\$70,465

¹The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.

²Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 6.25% in the years (1-30) 2018-2048.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

APPENDIX I
PROPOSED PHASES #2-3 DIRECT IMPROVEMENT ASSESSMENT ROLL

Appendix I
Proposed Phases #2-3 Direct Improvement Assessment Roll

**Parcel
Assessment
Units**

2779860, 997522, and 986
\$9,245,000
284

Year¹	Principal²	Interest²	Principal³	Interest³	Administrative Expenses⁴	Additional Interest⁵	Capitalized Interest	Total Annual Installment
2024	\$0	\$496,145	\$0	\$93,657	\$0	\$0	(\$496,145)	\$93,657
2025	\$72,000	\$493,805	\$23,000	\$92,989	\$45,900	\$38,165	\$0	\$765,859
2026	\$76,000	\$488,995	\$24,000	\$91,624	\$46,818	\$37,805	\$0	\$765,242
2027	\$80,000	\$483,925	\$25,000	\$90,200	\$47,754	\$37,425	\$0	\$764,304
2028	\$85,000	\$478,563	\$27,000	\$88,690	\$48,709	\$37,025	\$0	\$764,987
2029	\$90,000	\$472,875	\$28,000	\$87,092	\$49,684	\$36,600	\$0	\$764,251
2030	\$96,000	\$466,830	\$30,000	\$85,407	\$50,677	\$36,150	\$0	\$765,064
2031	\$102,000	\$460,395	\$32,000	\$83,606	\$51,691	\$35,670	\$0	\$765,363
2032	\$108,000	\$453,570	\$34,000	\$81,689	\$52,725	\$35,160	\$0	\$765,144
2033	\$115,000	\$446,323	\$36,000	\$79,655	\$53,779	\$34,620	\$0	\$765,377
2034	\$122,000	\$438,620	\$38,000	\$77,505	\$54,855	\$34,045	\$0	\$765,025
2035	\$130,000	\$430,430	\$40,000	\$75,240	\$55,952	\$33,435	\$0	\$765,062
2036	\$138,000	\$421,720	\$42,000	\$72,857	\$57,071	\$32,785	\$0	\$764,433
2037	\$147,000	\$412,458	\$45,000	\$70,330	\$58,212	\$32,095	\$0	\$765,090
2038	\$157,000	\$402,578	\$47,000	\$67,657	\$59,377	\$31,360	\$0	\$764,992
2039	\$167,000	\$392,048	\$50,000	\$64,840	\$60,564	\$30,575	\$0	\$765,022
2040	\$178,000	\$380,835	\$53,000	\$61,847	\$61,775	\$29,740	\$0	\$765,195
2041	\$189,000	\$368,908	\$56,000	\$58,681	\$63,011	\$28,850	\$0	\$764,440
2042	\$202,000	\$356,200	\$59,000	\$55,340	\$64,271	\$27,905	\$0	\$764,716
2043	\$215,000	\$342,648	\$62,000	\$51,825	\$65,557	\$26,895	\$0	\$763,925
2044	\$230,000	\$328,185	\$66,000	\$48,107	\$66,868	\$25,820	\$0	\$764,970
2045	\$245,000	\$312,748	\$70,000	\$44,156	\$68,205	\$24,670	\$0	\$764,779
2046	\$261,000	\$296,303	\$74,000	\$39,973	\$69,569	\$23,445	\$0	\$764,280
2047	\$279,000	\$278,753	\$78,000	\$35,557	\$70,960	\$22,140	\$0	\$764,400
2048	\$297,000	\$260,033	\$83,000	\$30,880	\$72,380	\$20,745	\$0	\$764,003
2049	\$684,000	\$228,150	\$88,000	\$25,913	\$73,827	\$19,260	\$0	\$1,119,110
2050	\$724,000	\$182,390	\$93,000	\$20,655	\$75,304	\$15,840	\$0	\$1,111,149
2051	\$767,000	\$133,933	\$98,000	\$15,106	\$76,810	\$12,220	\$0	\$1,103,069
2052	\$814,000	\$82,550	\$104,000	\$9,238	\$78,346	\$8,385	\$0	\$1,096,519
2053	\$863,000	\$56,095	\$107,000	\$6,217	\$79,913	\$4,315	\$0	\$1,116,540
Total	\$7,633,000	\$10,847,005	\$1,612,000	\$1,806,532	\$1,780,564	\$813,145	(\$496,145)	\$23,996,544

¹The 9/1/20XX dates represent the assessment year (bond year) end for Phases #2-3 Direct Improvement Reimbursement Agreement and Phases #2-3 Direct Improvement Bonds.

²Represents the principal and interest on the Phases #2-3 Direct Improvement Bonds. Interest is calculated using an estimated interest rate of 6.50% and will be updated with the actual interest rate on the Phases #2-3 Direct Improvement Bonds at final pricing.

³Represents the principal and interest due under Phases #2-3 Direct Improvement Reimbursement Agreement. Interest is calculated using an estimated interest rate of 5.81%.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in the years 2023 and 2024 are being funded with Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Phases #2-3 Direct Improvement Bonds.

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

Appendix I-1
Proposed Annual Installment per Lot –Phases #2 - 3 Direct Assessment Roll

**Parcel
Assessment
Units**

**Lot Type 1 (50 Ft)
\$32,553
284**

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
2024	\$0	\$1,747	\$0	\$330	\$0	\$0	(\$1,747)	\$330
2025	\$254	\$1,739	\$81	\$327	\$162	\$134	0	\$2,697
2026	\$268	\$1,722	\$85	\$323	\$165	\$133	\$0	\$2,695
2027	\$282	\$1,704	\$88	\$318	\$168	\$132	\$0	\$2,691
2028	\$299	\$1,685	\$95	\$312	\$172	\$130	\$0	\$2,694
2029	\$317	\$1,665	\$99	\$307	\$175	\$129	\$0	\$2,691
2030	\$338	\$1,644	\$106	\$301	\$178	\$127	\$0	\$2,694
2031	\$359	\$1,621	\$113	\$294	\$182	\$126	\$0	\$2,695
2032	\$380	\$1,597	\$120	\$288	\$186	\$124	\$0	\$2,694
2033	\$405	\$1,572	\$127	\$280	\$189	\$122	\$0	\$2,695
2034	\$430	\$1,544	\$134	\$273	\$193	\$120	\$0	\$2,694
2035	\$458	\$1,516	\$141	\$265	\$197	\$118	\$0	\$2,694
2036	\$486	\$1,485	\$148	\$257	\$201	\$115	\$0	\$2,692
2037	\$518	\$1,452	\$158	\$248	\$205	\$113	\$0	\$2,694
2038	\$553	\$1,418	\$165	\$238	\$209	\$110	\$0	\$2,694
2039	\$588	\$1,380	\$176	\$228	\$213	\$108	\$0	\$2,694
2040	\$627	\$1,341	\$187	\$218	\$218	\$105	\$0	\$2,694
2041	\$665	\$1,299	\$197	\$207	\$222	\$102	\$0	\$2,692
2042	\$711	\$1,254	\$208	\$195	\$226	\$98	\$0	\$2,693
2043	\$757	\$1,207	\$218	\$182	\$231	\$95	\$0	\$2,690
2044	\$810	\$1,156	\$232	\$169	\$235	\$91	\$0	\$2,694
2045	\$863	\$1,101	\$246	\$155	\$240	\$87	\$0	\$2,693
2046	\$919	\$1,043	\$261	\$141	\$245	\$83	\$0	\$2,691
2047	\$982	\$982	\$275	\$125	\$250	\$78	\$0	\$2,692
2048	\$1,046	\$916	\$292	\$109	\$255	\$73	\$0	\$2,690
2049	\$2,408	\$803	\$310	\$91	\$260	\$68	\$0	\$3,941
2050	\$2,549	\$642	\$327	\$73	\$265	\$56	\$0	\$3,913
2051	\$2,701	\$472	\$345	\$53	\$270	\$43	\$0	\$3,884
2052	\$2,866	\$291	\$366	\$33	\$276	\$30	\$0	\$3,861
2053	\$3,039	\$198	\$377	\$22	\$281	\$15	\$0	\$3,931
Total	\$26,877	\$38,194	\$5,676	\$6,361	\$6,270	\$2,863	(\$1,747)	\$84,493

¹The 9/1/20XX dates represent the assessment year (bond year) end for Phases #2-3 Direct Improvement Reimbursement Agreement and Phases #2-3 Direct Improvement Bonds.

²Represents the principal and interest on the Phases #2-3 Direct Improvement Bonds. Interest is calculated using an estimated interest rate of 6.50% and will be updated with the actual interest rate on the Phases #2-3 Direct Improvement Bonds at final pricing.

³Represents the principal and interest due under Phases #2-3 Direct Improvement Reimbursement Agreement. Interest is calculated using an estimated interest rate of 5.81%.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in the years 2023 and 2024 are being funded with Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Phases #2-3 Direct Improvement Bonds.

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)

EXHIBIT B
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on July 11, 2023, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phases #2-3 of the Chalk Hill Public Improvement District No. 2 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time (the "Phases #2-3 Direct Improvements") include (i) onsite and offsite road improvements; onsite and offsite water distribution system improvements; sanitary sewer collection system improvements; onsite and offsite storm drainage collection system improvements; (ii) payments of allocable expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Phases #2-3 Direct Improvements, including administrative costs and the costs of issuing bonds, is approximately \$10,960,510.

The boundaries of the District include approximately 94.83 acres of land generally located in the northeast corner of Preston Road and Legacy Drive, located within the City and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Phases #2-3 Direct Improvements Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phases #2-3 of the District that benefits from the Phases #2-3 Direct Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Chalk Hill Ph. 2 PID - Pre-SAP)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Budget Amendment FY23 - June 2023

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:

Budget Amendments are requested for the FY23 Annual Budget. The amendments include budget appropriations for adding two SRO officers salaries and equipment for Celina ISD, TML insurance proceeds for the repair of vehicles and buildings, replacing of dead trees in the parks, and unanticipated repair of facilities and vehicles and increase cost of services. Also included are three inter-local agreements with local entities for road improvements along Parvin Rd and other expenditures.

Supporting Documents:

Ordinance
Exhibit A

Staff Recommendation:

Staff recommends approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-xxx**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2022-113, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2022-2023 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2022-2023, heretofore previously adopted by Ordinance 2022-113; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City’s budget for the fiscal year ending September 30, 2023, heretofore previously adopted by Ordinance 2022-113 duly enacted by the City Council of the City of Celina on the 13th day of September, 2022, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2022 - 113 Amend Budget ordinance June 13, 2023 (FY23 Budget Amendment June 2023)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of June 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: June 13, 2023
FY 2023 Budget Amendment Detail

			Budget Change # _____
Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance		(36,744)
102-102-000-6200	Contract Services	City Hall Plumbing Repair/Emergency Water Restoration.	15,877
102-102-000-6200	Contract Services	HVAC Repair - Police and Public Works Buildings.	20,867
102-31-3050	Fund Balance	Increase of Appraisal Fees	(14,000)
102-104-000-6261	Central Appraisal Fee	Increase of Appraisal Fees	14,000
102-31-3050	Fund Balance		(32,000)
102-107-000-6200	Contract Services	Increase in 3rd party inspections	24,000
102-107-000-6432	Vehicle Repair	Increase in vehicle repairs due to regular maintenance	8,000
102-31-3050	Fund Balance	Grant management of Collin County Parks and Open Space - Trail Project	(8,573)
102-108-000-6200	Contract Services	Grant management of Collin County Parks and Open Space - Trail Project	8,573
102-31-3050	Fund Balance		(10,000)
102-112-000-6432	Vehicle Repair	Increase in vehicle repairs due to regular maintenance	10,000
102-31-3050	Fund Balance	2 School Resource Officer Positions	(137,484)
102-112-000-6xxx	Salary and Benefits	2 School Resource Officer Positions - salary and benefits	39,822
102-112-000-6xxx	Equipment/Uniform/Software	2 School Resource Officer Positions - Equipment, Uniforms, Software, etc	59,872
102-112-000-6830	Capital Equipment	2 School Resource Officer Positions - Capital Equipment	37,790
102-31-3050	Fund Balance	Ammo ordered in FY 22 not received till FY 23 with PO rolled	(10,996)
102-112-000-6328	Ammunition	Ammo ordered in FY 22 not received till FY 23 with PO rolled	10,996
102-31-3050	Fund Balance	Vehicle ordered in FY 22 not received till FY 23 with PO rolled	(34,839)
102-115-000-6840	Capital Vehicle	Vehicle ordered in FY 22 not received till FY 23 with PO rolled	34,839
106-400-000-4722	Intergovernmental Revenue	R22- Parvin Road - FM1385 to Legacy - to be paid by Town of Prosper per Interlocal	(300,000)
106-111-000-8502	Construction	R22- Parvin Road - FM1385 to Legacy - to be paid by Town of Prosper per Interlocal	300,000
106-400-000-4722	Intergovernmental Revenue	R61- Parvin Road - Asphalt Improvements- to be paid by Town of Prosper per Interlocal	(500,000)
106-111-000-8502	Construction	R61- Parvin Road - Asphalt Improvements- to be paid by Town of Prosper per Interlocal	500,000
106-400-000-4722	Intergovernmental Revenue	R61- Parvin Road - Asphalt Improvements- to be paid by Denton County per Interlocal	(500,000)
106-111-000-8502	Construction	R61- Parvin Road - Asphalt Improvements- to be paid by Denton County per Interlocal	500,000
123-400-000-4328	Tree Mitigation Fees	Revenue increase - Replace Trees at OCP and Founders Park.	(132,745)
123-123-000-6200	Contract Services	Replace Trees at OCP and Founders Park.	132,745
123-31-3050	Warning Siren Reserve	Addition of Outdoor Warning Sirens.	(251,732)
123-110-000-8502	Construction	Addition of Outdoor Warning Sirens.	216,852
123-110-000-8501	Design	Addition of Outdoor Warning Sirens.	34,880
202-31-3050	Fund Balance	Increase in vehicle repairs due to regular maintenance	(8,000)
202-117-000-6432	Vehicle Repair	Increase in vehicle repairs due to regular maintenance	8,000

Attachment: 2022 - 113 Amend Budget ordinance June 13, 2023 (FY23 Budget Amendment June 2023)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Anthony Satarino, Strategic Services Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Ordinance Dissolving TIRZ #3 - Wells South

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, determining the legal requirements to terminate Reinvestment Zone Number Three, City of Celina, Texas, have been fulfilled; terminating Reinvestment Zone Number Three, City of Celina, Texas; authorizing the distribution of tax increment funds of the zone to taxing units participating in the zone in accordance with Texas Tax Code; providing that the termination of the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. (Wells South) (Stovall)

Background Information:

On September 17, 2015, City Council adopted Ordinance No. 2015-46 designating Tax Increment Reinvestment Zone Number Three. On May 9, 2023, City Council approved certain project expenditures approved by the Board of Directors of Reinvestment Zone Number Three for final expenditures in the amount of \$695,613.95. A payment of final expenditures in the amount of \$695,613.95 was completed and upon payment of the final expenditures: (1) the obligation, if any, to support any indebtedness of the Wells South Public Improvement District was satisfied, (2) all amounts owed pursuant to the TIRZ Reimbursement Agreement entered on October 27, 2015, were paid, and (3) that there are no outstanding project costs or outstanding bonds remaining; all of which the Board found were authorized expenditures under the Act. This item calls for the termination of Tax Increment Reinvestment Zone Number Three.

Legal Review:

The Ordinance has been reviewed and approved by the City Attorney.

Supporting Documents:

Ordinance

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DETERMINING THE LEGAL REQUIREMENTS TO TERMINATE REINVESTMENT ZONE NUMBER THREE, CITY OF CELINA, TEXAS, HAVE BEEN FULFILLED; TERMINATING REINVESTMENT ZONE NUMBER THREE, CITY OF CELINA, TEXAS; AUTHORIZING THE DISTRIBUTION OF TAX INCREMENT FUNDS OF THE ZONE TO TAXING UNITS PARTICIPATING IN THE ZONE IN ACCORDANCE WITH TEXAS TAX CODE; PROVIDING THAT THE TERMINATION OF THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act and may terminate a tax increment reinvestment zone; and

WHEREAS, on September 17, 2015, the City Council of the City of Celina, Texas adopted Ordinance No. 2015-46 designating Tax Increment Reinvestment Zone Number Three, City of Celina, Texas, pursuant to Chapter 311, Tax Increment Financing Act, Texas Tax Code, containing approximately 400.524 acres of property located within the City of Celina, Texas (the "Zone"), and subsequently adopted a *Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Celina, Texas, and Project Plan*; and

WHEREAS, Section 5 of Ordinance No. 2015-46 provides that termination of the Zone will expire upon any of the following: (i) on December 31, 2035; **(ii) at an earlier time designated by subsequent ordinance**; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act; or (iv) **at such time that the obligation, if any, to support any indebtedness of the Wells South Public Improvement District has been satisfied**; and

WHEREAS, City Council approved the expenditures approved by the Board of Directors of Reinvestment Zone Number Three, City of Celina, Texas, authorized through the passage of TIRZ No. 3 Resolution dated May 9, 2023 for certain project expenditures of the TIRZ with a payment of final expenditures in the amount of \$695,613.95; and that upon payment of the final expenditures: (1) the obligation, if any, to support any indebtedness of the Wells South Public Improvement District has been satisfied, (2) all amounts owed pursuant to the TIRZ Reimbursement Agreement entered on October 27, 2015 have been paid, and (3) that there are no outstanding project costs or outstanding bonds remaining; all of which the Board found were authorized expenditures under the Act

WHEREAS, the City Council finds that termination of the Zone is in the best interest of Wells South TIRZ
Termination-- Page 1

the public; and

WHEREAS, Section 311.017(a)(l) of the Texas Tax Code provides that the Zone may be terminated on the date designated in Ordinance No. 2015-46, the ordinance that designated the Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1. FINDINGS.

That after reviewing all information before it regarding the Zone, the City Council hereby makes the following findings of fact:

- 1.1. The statements and facts set forth in the recitals of this Ordinance are true and correct and incorporated as if fully set forth herein.
- 1.2. In accordance with Section 311.017(a)(l) of the Texas Tax Code, the City Council has authority to terminate the Zone prior to December 31, 2035 as Section 5, subpart (ii) of Ordinance No. 2015-46 provides that the Zone may be terminated “(ii) at an earlier time designated by subsequent ordinance”.
- 1.3. Further, in accordance with Section 311.017(a)(l) of the Texas Tax Code, the City Council has authority to terminate the Zone prior to December 31, 2035 as Section 5, subpart (iv) of Ordinance No. 2015-46 provides that the Zone may be terminated “(iv) at such time that the obligation, if any, to support any indebtedness of the Wells South Public Improvement District has been satisfied.”
- 1.4. A payment of final expenditures in the amount of \$695,613.95 was completed and that upon payment of the final expenditures: (1) the obligation, if any, to support any indebtedness of the Wells South Public Improvement District has been satisfied, (2) all amounts owed pursuant to the TIRZ Reimbursement Agreement entered on October 27, 2015 have been paid, and (3) that there are no outstanding project costs or outstanding bonds remaining; all of which the Board found were authorized expenditures under the Act.

SECTION 2. TERMINATION THE ZONE.

That the City Council hereby terminates Tax Increment Reinvestment Zone Number Three, City of Celina, Texas.

SECTION 3. DISTRIBUTION OF FUNDS.

That the City Council hereby directs the City Manager, or an authorized designee, promptly to distribute all monies in the Tax Increment Fund of the Zone to the taxing units participating in the Zone, including the City, in proportion to the respective amounts of deposits made by such taxing units during the term of the Zone.

SECTION 4. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each section, subsection, clause or

phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS, THIS THE 13th DAY OF JUNE 2023.**

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for the City

Attachment: TIRZ 3 Ordinance-DISSOLVE Wells South v2 JYF 6.5.23 (Ordinance Dissolving TIRZ #3 - Wells South)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Legacy Hills Land Donations (CF Tracts) - Rezoning

Action Requested:

Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning various tracts, totaling approximately 70 acres, within the Legacy Hills Development to Community Facilities District (CF); generally located east of Dallas Parkway, north of future J Fred Smith Parkway, south of Marilee Road, and west of Celina Parkway, within the City Limits. (Legacy Hills Land Donations (CF Tracts) – Rezoning) (Mohan)

Applicant:

City of Celina
 142 N. Ohio
 Celina, TX 75009

Background Information:

This item is for the City-initiated rezoning of various tracts totaling approximately 70 acres within the Legacy Hills Development for future municipal facilities such as fire stations, parks, pump stations, and wastewater treatment plants. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
 Staff Presentation
 Draft Ordinance

Staff Recommendation:

Staff recommends approval.



PUMP STATION

PARK

FIRE STATION

WASTEWATER
TREATMENT PLANT

N LEGACY DR

W G A MOORE PKWY

O'BRIEN DR

FM 455

FIRE STATION

W J FRED SMITH PWKY

COX LN

CR 994

DALLAS NORTH TOLLWAY

N CELINA PKWY

STELZER PKWY

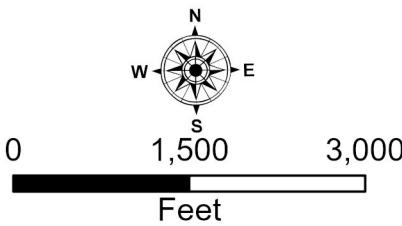
Attachment: Location Map (Legacy Hills Land Donations (CF Tracts) – Rezoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Legacy Hills Land Donations
Location Map
City of Celina

4/24/2023

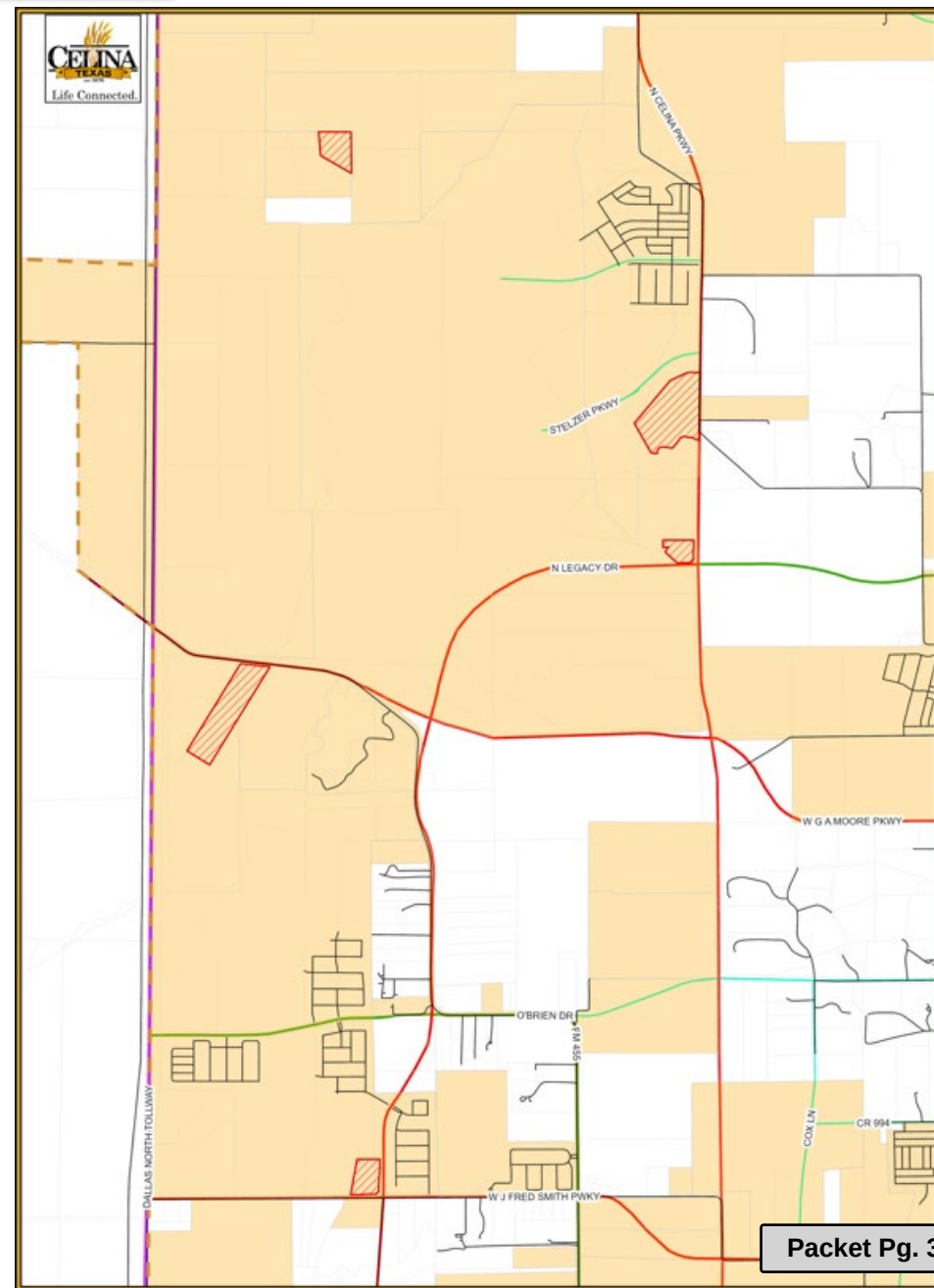
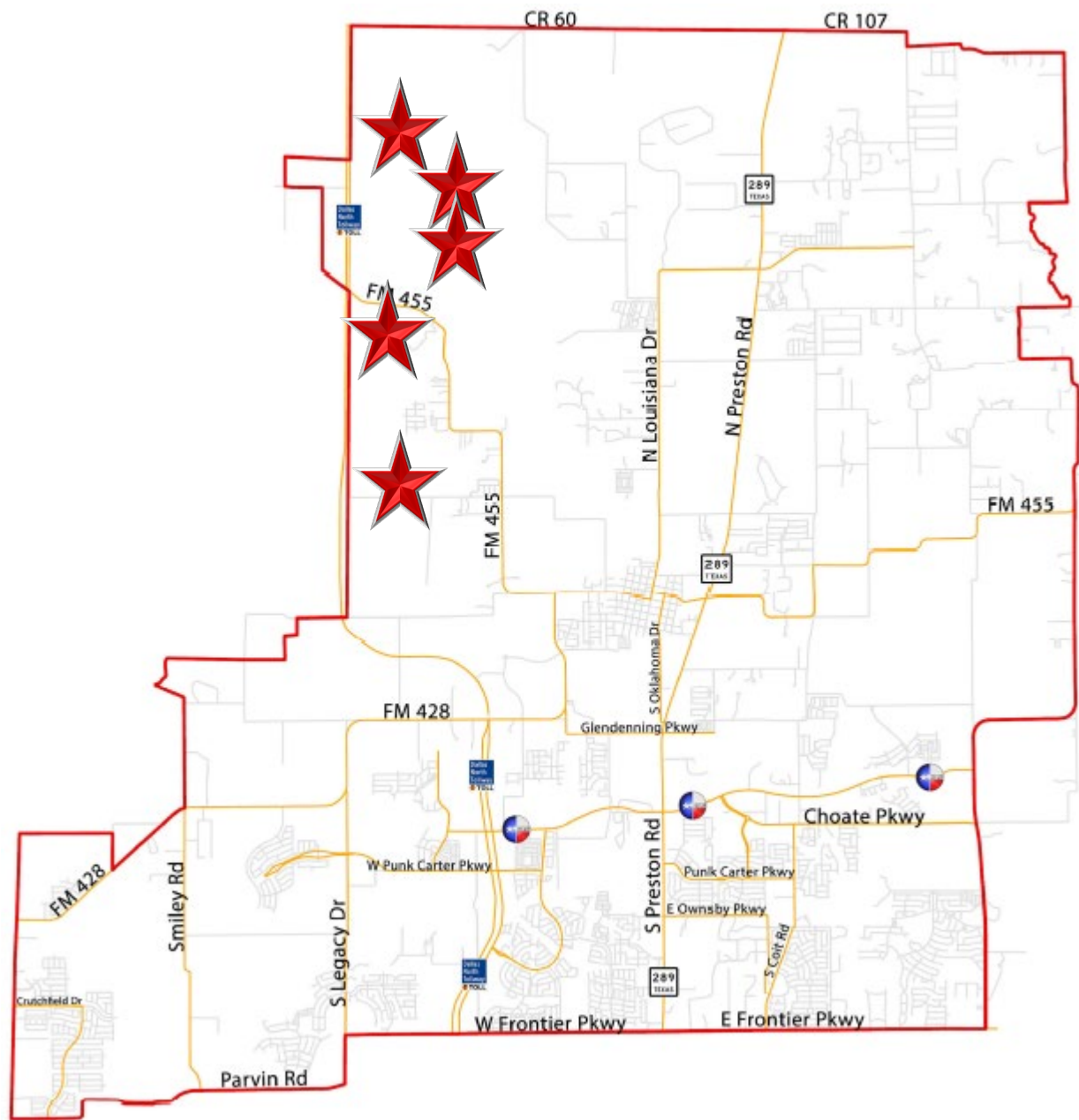


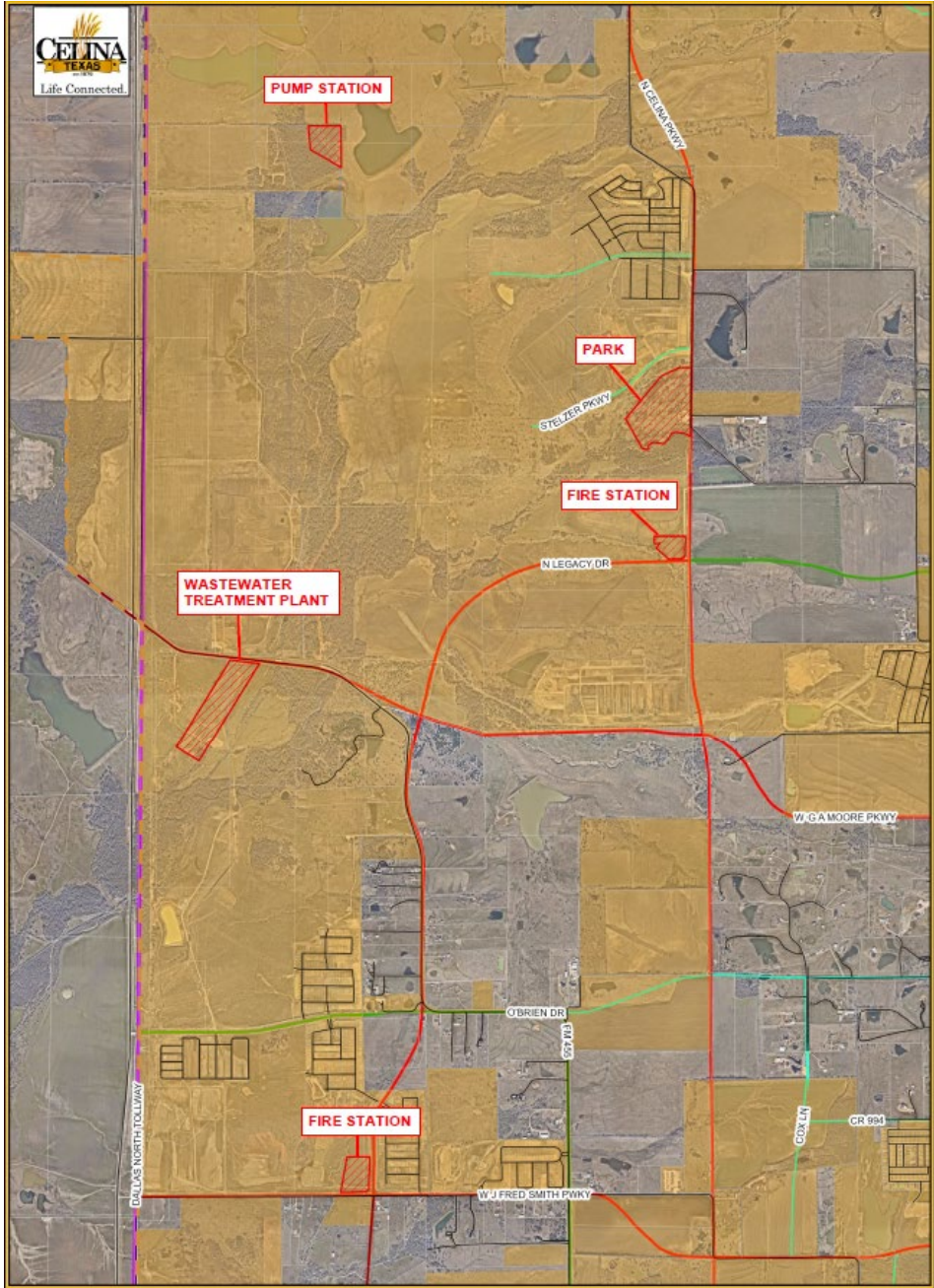
LEGACY HILLS LAND DONATIONS

Rezoning

City Council
June 13, 2023







LOCATION MAP

The subject properties are generally located throughout the Legacy Hills master planned community

BACKGROUND

- The subject properties total approximately 70 acres
- The Legacy Hills master planned community was annexed in 2020 and zoned Planned Development-117 (PD-117)
- The request is to rezone the properties to Community Facilities District (CF), which is the appropriate zoning district for municipal facilities, including fire stations, parks, pump stations, and wastewater treatment plants

POLICY CONSIDERATIONS

- The City owns the subject properties
- CF is the appropriate zoning designation for municipal properties

RECOMMENDATION

- There was no public feedback at the public hearing
- The Planning & Zoning Commission unanimously recommended approval of the request at its May regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
LEGACY HILLS LAND DONATIONS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF VARIOUS TRACTS OF LAND TOTALING APPROXIMATELY 70 ACRES LOCATED IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, THE GERMAN EMIGRATION CO. SURVEY, ABSTRACT NO. 356, THE J. RAGSDALE SURVEY, ABSTRACT NO. 735, THE JOHN W. HAYNES SURVEY, ABSTRACT NO. 453, THE H. COCHRAN SURVEY, ABSTRACT NO. 191, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 733, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 192, AND THE BBB & C RR CO. SURVEY, ABSTRACT NO. 131, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF DALLAS NORTH TOLLWAY, NORTH OF FUTURE J FRED SMITH PARKWAY, SOUTH OF MARILEE ROAD, AND WEST OF CELINA PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE REZONED FROM PLANNED DEVELOPMENT (PD) NO. 117 TO TO COMMUNITY FACILITIES DISTRICT (CF); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning

Attachment: Draft Ordinance (Legacy Hills Land Donations (CF Tracts) – Rezoning)

accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Community Facilities District (CF).

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein, as Community Facilities District (CF).

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Legacy Hills Land Donations (CF Tracts) – Rezoning)

Exhibit A Legal Description

TRACT 1

Being that certain 8.003 tract of land situated in the William P. Allen Survey, Abstract No. 24, and Jonathan Howard Survey, Abstract No.442, in Collin County, Texas, being a part of that certain Tract 3 called 94.448 acre tract of land described in the deed to MM Celina 3200, LLC recorded in Instrument No. 20210802001553660, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 1/2-inch iron rod found for the Northeast corner of said 100.474 acre tract;

THENCE S00°41'47"E, along the East line of said 8.003 acre tract, a distance of 765.99 feet to a calculated point for corner;

THENCE N60°05'04"W, a distance of 657.58 feet to a calculated point for corner;

THENCE N05°01'16"W, a distance of 441.79 feet to a calculated point for corner in the North line of said 8.003 acre tract;

THENCE S89°47'54"E, along the North line of said 8.003 acre tract, a distance of 599.33 feet to THE POINT OF BEGINNING and containing 8.003 acres of land.

TRACT 2

Being 7.000 acres of land situated in the German Emigration Co., Abstract No. 356 and the J. Ragsdale Survey, Abstract No. 735, Collin County, Texas, being a part of that certain Tract 2 called 913.082 acre tract of land described in the deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Southwest corner of the tract being described herein at a 5/8-inch capped iron rod with a plastic cap stamped "Landpoint" set (herein after referred to as capped iron rod set) in the east line of said 2,142.552 acre tract and the East line of a called 82.024 acre tract of land described in the deed to LSMA Dynavest, LLC, recorded in Document No. 20211028002203310, Official Public Records, Collin County, Texas, from which a railroad spike found in the approximate centerline of County Road 9 for the southeast corner of said 957.743 acre tract, same being the southwest corner of said 108.150 acre tract, bears N89°45'01"E, a distance of 1628.38 feet and S01°29'01"E, a distance of 60.01 feet;

THENCE crossing through the 2,142.552 acre tract of land, the following Eight (8) courses and distances:

1. N10°23'53"E, a distance of 667.45 feet to a capped iron rod set for the Northwest corner of said tract herein described;
2. N90°00'00"E, a distance of 422.27 feet to a capped iron rod set for the Northeast corner of said tract herein described;
3. S00°00'00"E, a distance of 144.20 feet to a capped iron rod set for corner;
4. S03°48'51"W, a distance of 300.67 feet to a capped iron rod set for corner;
5. S00°00'00"E, a distance of 150.00 feet to a capped iron rod set for corner;
6. S44°52'30"W, a distance of 70.86 feet to a capped iron rod set for the Southeast corner of said tract herein described;
7. S89°45'01"W, a distance of 150.00 feet to a capped iron rod set for corner;
8. S85°56'17"W, a distance of 150.41 feet to a capped iron rod set for corner;
9. S89°44'58"W, a distance of 172.70 feet to the POINT OF BEGINNING and containing 7.000 acres of land, more or less.

TRACT 3

BEING a 22.761 acre tract of land situated in the John W. Haynes Survey, Abstract No. 453, the H. Cochran Survey, Abstract No. 191 and the Jeremiah Queen Survey, Abstract No. 733, Collin County, Texas, and being a portion of that certain Tract 2 called 913.082 acre tract of land conveyed to MM Celina 3200, LLC, by deed of record in Instrument No. 20210802001553660 of the Deed Records of Collin County, Texas and being more particularly described by mete and bounds as follows:

COMMENCING at a 5/8-inch iron rod with aluminum cap stamped "North Texas Tollway Authority" at the intersection of the East right-of-way line of the North Texas Tollway Authority County Road Parcel 42-9 NBSR-1 conveyed by instrument of record in Document No. 2020072001126930, Official Public Records, Collin County, Texas, and the South right-of-way line of Farm-to-Market (F.M.) Highway 455 (90 foot wide R.O.W.), and the North line of a called 41.511 acre tract of land, conveyed to Celina D&T, LLC, recorded in Instrument No. 20220202000193880, Deed of Records of Collin County, Texas;

THENCE along the North line of said 41.511 acre tract, same being the South right-of-way line of said F.M. Highway 455 the following Three (3) courses and distances:

1. S52°54'18"E, passing a 6-inch Wood Monument at a distance of 313.84 feet, and continuing with said course for a total distance of 397.11 feet to an iron rod with plastic cap stamped "ADAMS" found for a point of curvature, from which an iron rod with plastic cap stamped "ADAMS" found in the South line of said 41.511 acre tract of land, same being the North right-of-way line of said F.M. Highway 455, bears N37°22'14"E, a distance of 90.00 feet;
2. Along a tangential curve to the left having a radius of 618.70 feet, an arc length of 329.19 feet, a delta angle of 30°29'08", and a chord which bears S68°08'52"E, a distance of 325.33 feet, to an iron rod with plastic cap stamped "ADAMS" found for a point of tangency, from which an iron rod with plastic cap stamped "ADAMS" found in the South line of said 41.511 acre tract of land, same being the North right-of-way line of said F.M. Highway 455, bears N06°36'18"E, a distance of 90.09 feet;
3. S83°19'47"E, passing a 6-inch Wood Monument at a distance of 81.02 feet, passing a 6-inch Wood Monument at a distance of 618.38 feet, and continuing with said course for a total distance of 777.84 feet for the POINT OF BEGINNING;

THENCE S83°19'47"E, along the North line of said 57.743 acre tract, same being the South right-of-way line of said F.M. Highway 455, a distance of 543.56 to a capped iron rod set for corner;

THENCE severing said 913.082 acre tract, the following Three (3) courses:

1. S31°35'25"W, a distance of 2125.83 feet to a capped iron rod set for corner;
2. N58°24'35"W, a distance of 492.95 feet to a capped iron rod set for corner;
3. N31°35'25"E, a distance of 1896.80 feet to the POINT OF BEGINNING and containing 22.761 acres of land.

TRACT 4

Being 4.610 acres of land situated in the Henry Cochran Survey Abstract No. 192, being a part of a called 2,142.552 acre tract of land, conveyed to MM Celina 3200, LLC., by deed of record in document number 20210802001553660, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) from which a 1/2-inch iron rod found in the easterly line of said 2,142.552 acre tract for the southwest corner of a called 155.26 acre tract of land described as Exhibit A-B conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, bears N89°13'24"E, a distance of 70.00 feet and S00°46'36"E, a distance of 1611.23 feet;

THENCE severing said 2,142.552 acre tract, the following:

- 1.S44°38'22"W, a distance of 70.20 feet to a capped iron rod set for corner;
- 2.N89°56'41"W, a distance of 150.02 feet to a capped iron rod set for corner;
- 3.S86°14'17"W, a distance of 100.63 feet to a capped iron rod set for corner;
- 4.N47°42'42"W, a distance of 304.82 feet to a capped iron rod set for corner;
- 5.N33°45'02"E, a distance of 112.93 feet to a capped iron rod set for corner;
- 6.S83°49'36"W, a distance of 103.88 feet to a capped iron rod set for corner;
- 7.N00°10'43"W, a distance of 137.80 feet to a capped iron rod set for corner;
- 8.S89°56'53"E, a distance of 571.23 feet to a capped iron rod set for corner;
- 9.S00°46'36"E, a distance of 78.71 feet to a capped iron rod set for corner;
- 10.S03°02'26"W, a distance of 150.20 feet to a capped iron rod set for corner;
- 11.S00°46'36"E, a distance of 140.02 feet to the POINT OF BEGINNING and containing 4.610 acres of land.

TRACT 5

Being a 27.000-acre tract of land situated in the BBB&C RR CO. Survey Abstract No. 131, being a part of a called 2,142.552-acre tract of land, as conveyed to MM Celina 3200 LLC by document number 20210802001553660, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron rod set stamped "Landpoint" (hereinafter referred to as capped iron rod set) for the Southeast corner of tract hereon described, from which a ½-inch capped iron rod stamped "ADAMS SURVEYING COMPANY LLC" found for a Southwesterly corner of a called 19.274-acre tract of land conveyed to Ramon L. Carvajal, recorded in Volume 3484, Page 240, Official Public Records of Collin County, Texas, bears S01°04'09"E, a distance of 709.52 feet;

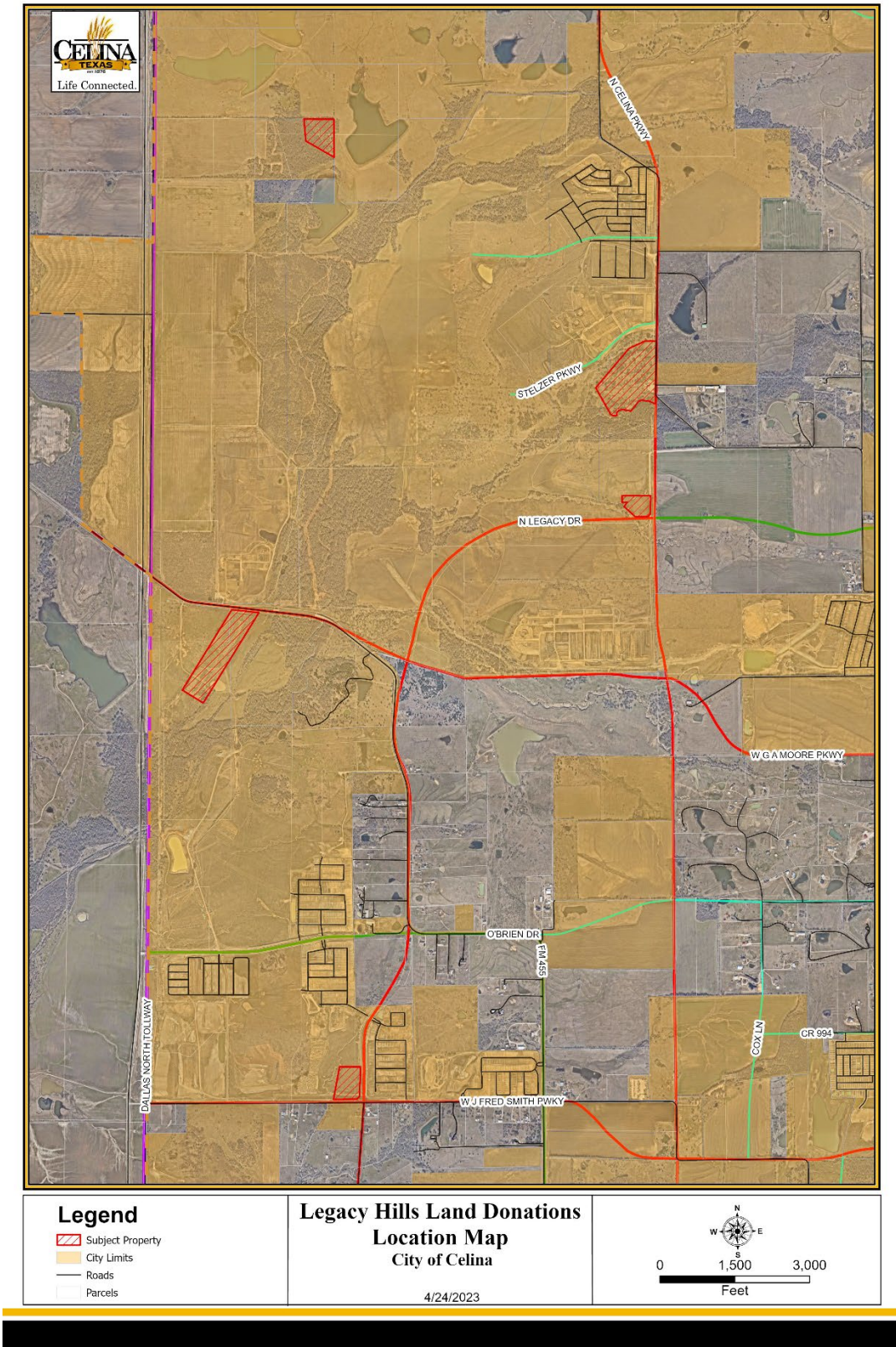
THENCE crossing said called 2,142.552-acre tract of land, the following Fifteen (15) courses;

1. N67°23'35"W, a distance of 138.96 feet to a capped iron rod set for corner;
2. N82°20'47"W, a distance of 155.36 feet to a capped iron rod set for corner;
3. S70°03'46"W, a distance of 57.97 feet to a capped iron rod set for corner;
4. S36°18'45"W, a distance of 143.41 feet to a capped iron rod set for corner;
5. S41°46'41"W, a distance of 106.70 feet to a capped iron rod set for corner;
6. N81°38'04"W, a distance of 174.98 feet to a capped iron rod set for corner;
7. S75°10'54"W, a distance of 66.24 feet to a capped iron rod set for corner;
8. S43°54'13"W, a distance of 60.78 feet to a capped iron rod set for corner;
9. S02°16'23"E, a distance of 59.77 feet to a capped iron rod set for corner;
10. S85°50'29"W, a distance of 52.29 feet to a capped iron rod set for corner;
11. N76°02'25"W, a distance of 70.56 feet to a capped iron rod set for corner;
12. N29°26'22"W, a distance of 624.64 feet to a capped iron rod set for corner;
13. N40°08'34"E, a distance of 1034.33 feet to a capped iron rod set for corner;
14. N65°07'36"E, a distance of 363.60 feet to a capped iron rod set for corner;
15. S89°13'11"E, to the West line of a called 41.202-acre tract of land, conveyed to Dallas Celina Land Partners, LLC, recorded in Instrument No. 20080516000595410,

Official Public Records of Collin County, Texas, a distance of 220.74 feet to a capped iron rod set for corner at the northeast corner of the tract being herein described;

THENCE S00°54'41"W, with the Easterly line of said 2,142.552-acre tract of land and passing a ½" iron rod found to the Southwest corner of a called 20.000-acre tract of land, conveyed to Dani Home, LLC, recorded in Instrument No. 20200116000071410, Official Public Records of Collin County, Texas, a distance of 480.95 feet, and to the Southwest corner of a called 20.707 acre tract of land, conveyed to Shah and Lailuma Safi, recorded in Instrument No. 20100803000797400, Official Records of Collin County, Texas, a distance of 442.32 feet, and along the Westerly line of a called 22.57 acre tract of land, conveyed to Molly Ann Huie, recorded in Instrument No. 20110531000556580, Official Public Records of Collin County, Texas, a distance of 338.93 feet, for a total distance of 1262.20 feet to THE POINT OF BEGINNING and containing 27.000 acres of land.

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Legacy Hills Land Donations (CF Tracts) – Rezoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kari White, Senior Planner
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Sorrells Tract - C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 387 acres, generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428, within the Extraterritorial Jurisdiction (ETJ). (Sorrells Tract – C-3 Expedited Annexation) (Mohan)

Applicant:

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034

Background Information:

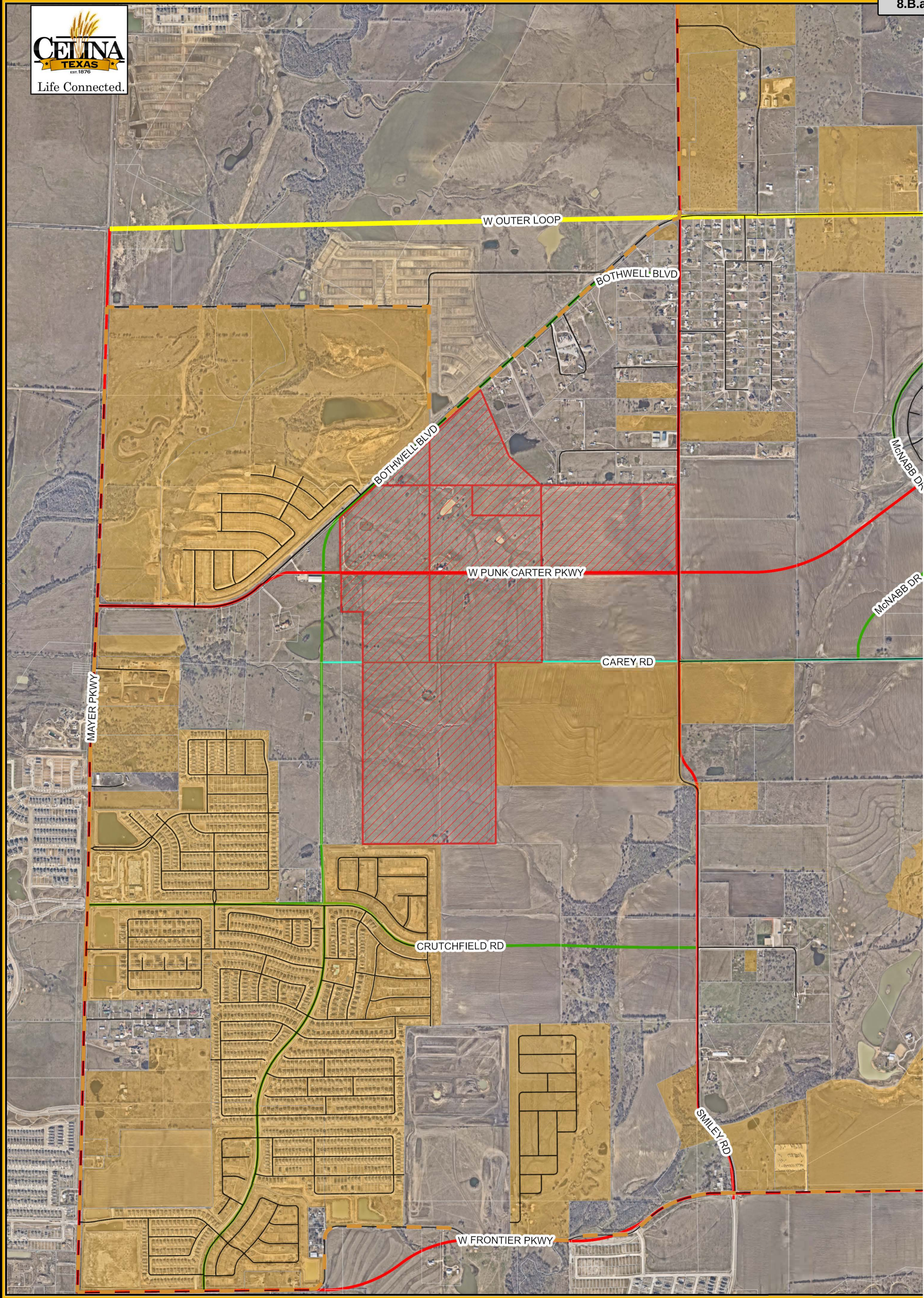
This item is for the annexation of approximately 387 acres, generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428. Please refer to the attached documents as well as the associated zoning agenda item for further information.

Supporting Documents:

Location Map
Staff Presentation
Draft Ordinance

Staff Recommendation:

Staff recommends approval.



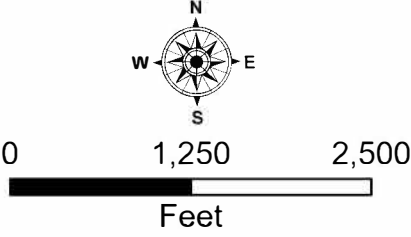
Attachment: Location Map (Sorrells Tract – C-3 Expedited Annexation)

Legend

-  Subject Properties
-  City Limits
-  Roads
-  Parcels

**Sorrells Tract
Location Map
City of Celina**

4/24/2023

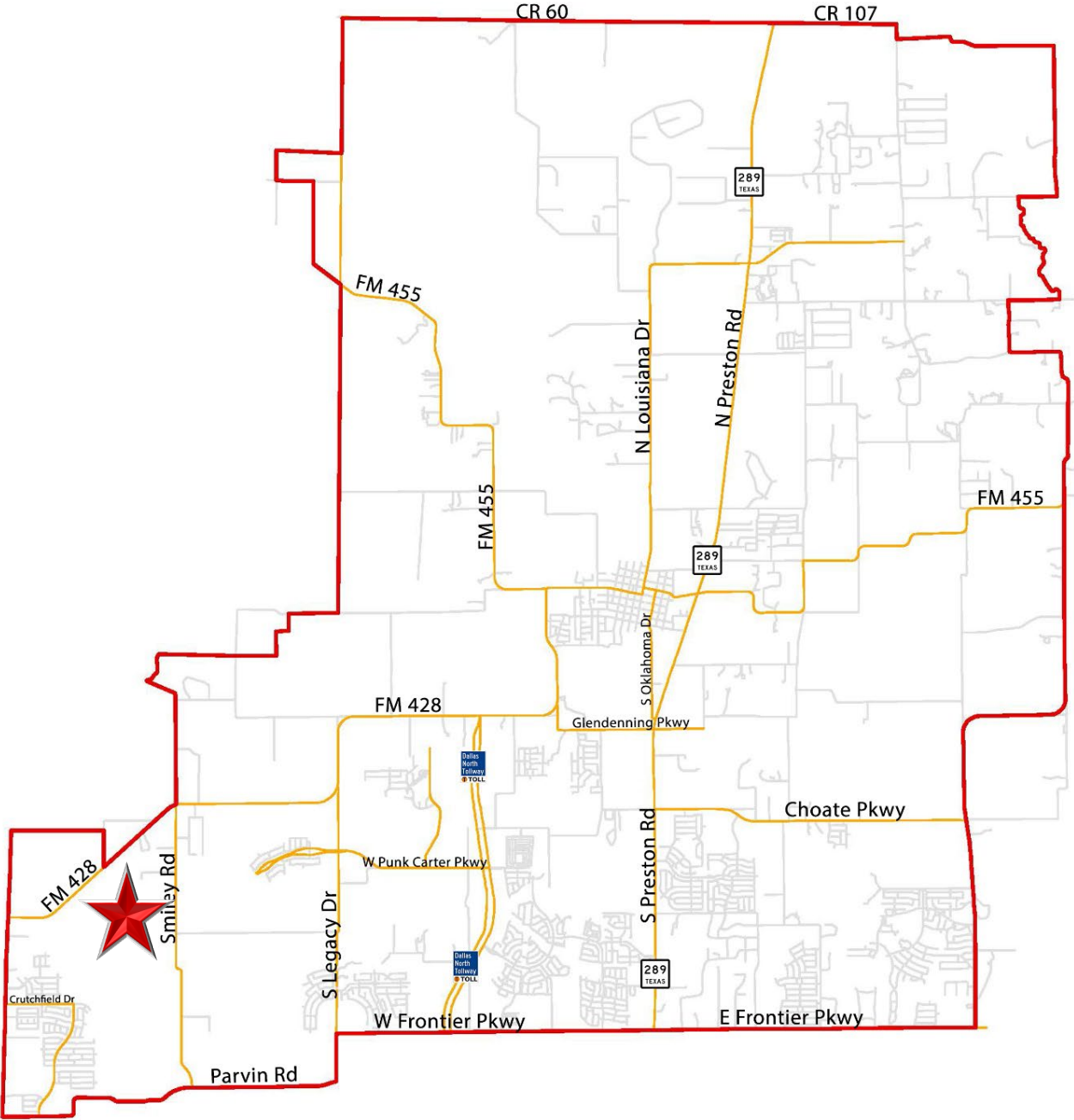


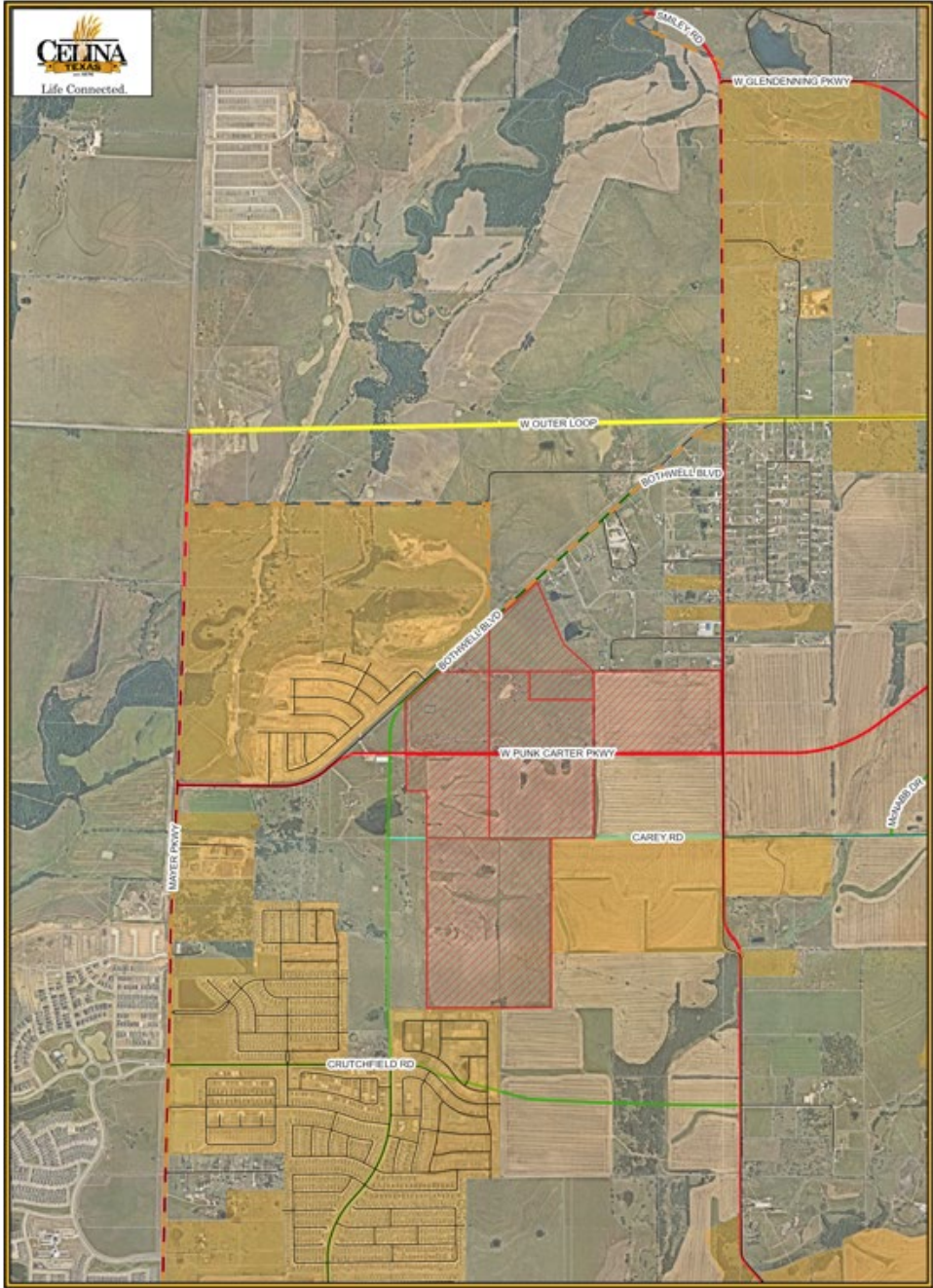
SORRELLS TRACT

Annexation & PD Zoning

City Council
June 13, 2023







LOCATION MAP

The subject property is generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428

BACKGROUND

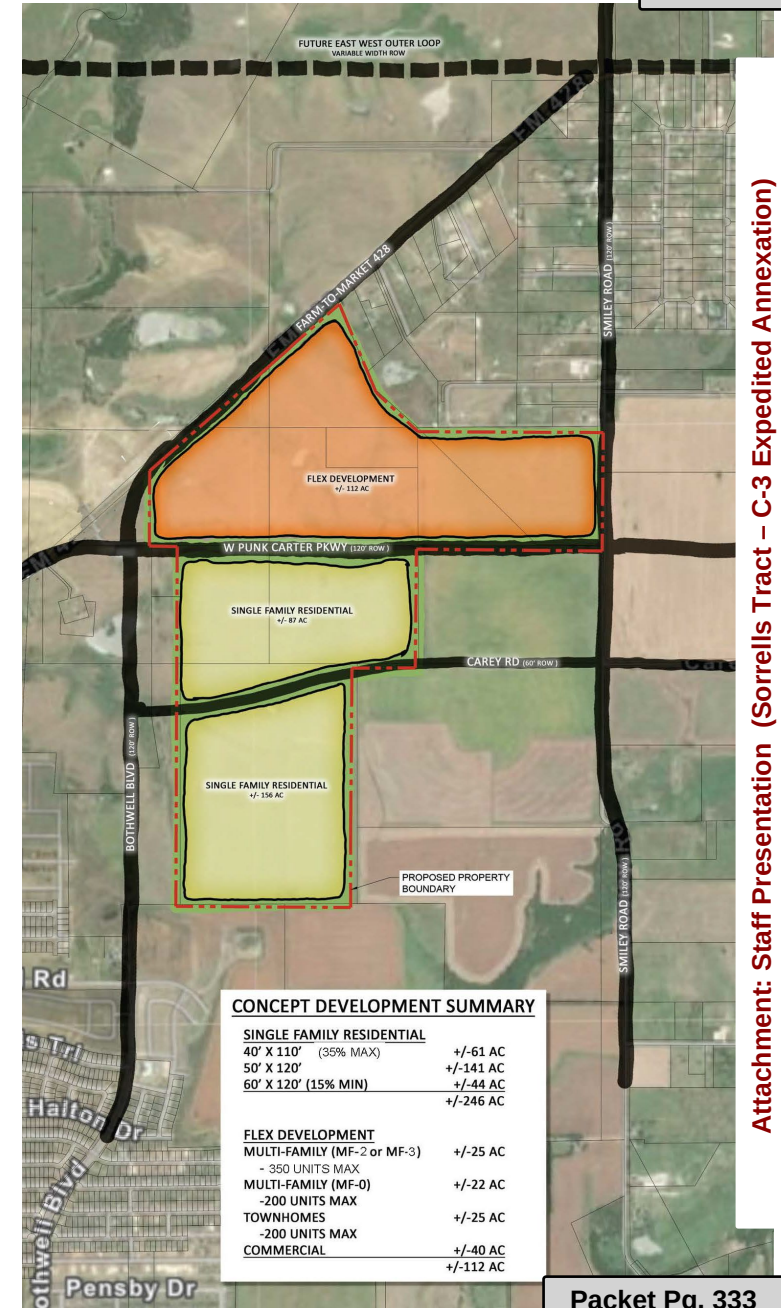
- The subject property is approximately 387 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement (DA) which outlined the future annexation and zoning was approved in December 2022
- The applicant's request is to annex and zone the property to a Planned Development (PD) with Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3), and Commercial, Retail, & Office District (C) base zoning

PROJECT OVERVIEW

The Development Agreement contemplated the following land uses:

- Minimum 20 acres reserved for C (Retail, Office, & Commercial)
- Maximum of 200 units SF-A (townhomes)
- Maximum of 200 units of MF-0 (horizontal MF)
- Maximum of 350 units total of MF-2 or MF-3
- Single Family (SF-R)

- *Please note that the concept plan does not include any entitlement to the conceptual layout.*
- *Concept plans are for illustrative purposes only.*



SINGLE-FAMILY OVERVIEW

- SF-R is generally allowed per the below lot mix:
 - A minimum 15% of the lots shall be 60' or wider
 - A maximum of 35% of the lots on 40' or less
- Alleys are required on lots less than 50' in width

POLICY CONSIDERATIONS

- The annexation and zoning will bring an additional 387 acres into the City Limits
- City standards will apply
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The proposed land uses are not inappropriate for County in-fill development

RECOMMENDATION

- There was no public feedback at the public hearing
- The Planning & Zoning Commission unanimously recommended approval of the request at its May regular meeting
- Staff recommends approval as presented, per the governing DA

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
SORRELLS TRACT C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 387 ACRE TRACT OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED EAST OF BOTHWELL BOULEVARD, WEST OF SMILEY ROAD, AND SOUTH OF FM 428, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of June, 2023, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 29th day of May, 2023, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the

Attachment: Draft Ordinance (Sorrells Tract – C-3 Expedited Annexation)

Property, the substantive body of which is attached hereto as Exhibit “B”, attached hereto and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of June, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Lauren Vaughns, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Sorrells Tract – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING, all of that 386.212-acre (16,823,373 square-foot) tract of land situated in the Thomas B. Cox Survey, Abstract No. 309, the Arthur E. Norwood Survey, Abstract No. 969, the John Ray Survey, Abstract No. 1104, the William S. Ray Survey, Abstract No. 1105, and the Texas and Pacific Railroad Company Survey, Abstract No. 1299, Denton County, Texas; being all of that tract of land described in Special Warranty Deed to Punkadilly, Ltd as recorded in Instrument No. 2011-37656 of the Official Records of Denton County, Texas; and being all of that tract of land described in General Warranty Deed to Denton Sorrells, LLC as recorded in Instrument No. 2016-161419; said 386.212 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron rod found at the northwest corner of said Denton Sorrells tract; said point being the north corner of that tract of land described in Special Warranty Deed with Vendor's Lien to Fashand Farm Ltd. as recorded in Instrument No. 2004-135532 of said Official Records; said point being in the southeast right-of-way line of Farm to Market Road No. 428 (a variable width right-of-way; hereafter called FM-428);

THENCE, with the northwest line of said Denton Sorrells tract and the southeast line of said FM-428, the following four (4) courses and distances:

North 47 degrees 50 minutes 26 seconds East, a distance of 1,792.51 feet to a 1/2-inch iron rod found for corner;

North 47 degrees 50 minutes 57 seconds East, a distance of 248.64 feet to an angle point;

North 45 degrees 05 minutes 39 seconds East, a distance of 100.06 feet to an angle point;

North 47 degrees 50 minutes 05 seconds East, a distance of 673.75 feet to a 1/2-inch iron rod found at the north corner of said Denton Sorrells tract; said point being the northwest corner of Willow Wood, an addition to Denton County, Texas as recorded in Cabinet M, Slide 260 of the Plat Records of Denton County, Texas;

THENCE, South 23 degrees 24 minutes 12 seconds East, departing the southeast line of said FM-428, with the northeast line of said Denton Sorrells tract and the southwest line of said Willow Wood, a distance of 1,066.49 feet to a 60D nail found for corner;

THENCE, South 47 degrees 42 minutes 51 seconds East, continuing with the northeast line of said Denton Sorrells tract and the southwest line of said Willow Wood, a distance of 640.13 feet to a 1/2-inch iron rod found at the most easterly northeast corner of said Denton Sorrells tract; said point being the southwest corner of said Willow Wood; said point being the northwest corner of said Punkadilly tract;

THENCE, North 89 degrees 22 minutes 43 seconds East, with the north line of said Punkadilly tract and the south line of said Willow Wood, a distance of 2,035.25 feet to a 5/8-inch iron rod found at the northeast corner of said Punkadilly tract and the southeast corner of said Willow Wood; said point being the approximate center of Smiley Road (generally recognized public road, no record of dedication found on subject property);

THENCE, South 00 degrees 22 minutes 36 seconds East, along approximate center of Smiley Road, a distance of 1,321.65 feet to a 1/2-inch iron rod found at the southeast corner of said Punkadilly tract; said point being the northeast corner of that called 62.13-acre tract described in Special Warranty Deed to Smiley Road, Ltd. recorded in Instrument No. 2006-21488 of said Official Records;

THENCE, South 89 degrees 41 minutes 47 seconds West, departing said Smiley Road, with the south line of said Punkadilly tract and the north line of said 62.13-acre tract, a distance of 2,040.69 feet to a point for

Attachment: Draft Ordinance (Sorrells Tract – C-3 Expedited Annexation)

corner at the southwest corner of said Punkadilly tract and the northwest corner of said 62.13-acre tract; said point being in the east line of said Denton Sorrells tract;

THENCE, with the east line of said Denton Sorrells tract, the following four (4) courses and distances:

South 00 degrees 19 minutes 36 seconds East, a distance of 1,325.28 feet to a 1/2-inch iron rod found at the southwest corner of said 62.13-acre tract; said point being in the north line of that tract of land described in Special Warranty Deed to Earthman Estates, LP recorded in Instrument No. 2017-75188 of said Official Public Records; said point being a salient corner in the east line of said Denton Sorrells tract;

South 88 degrees 58 minutes 43 seconds West, a distance of 704.96 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Earthman Estates tract;

South 00 degrees 26 minutes 37 seconds East, a distance of 1,810.06 feet to a 1/2-inch iron rod with "WIER & ASSOC" cap found for corner; said point being the southwest corner of said Earthman Estates tract; said point being the northwest corner of that called 111.88-acre tract described in Special Warranty Deed with Vendor's Lien to Smiley Road, Ltd. recorded in Instrument No. 2005-77986 of said Official Records;

South 00 degrees 52 minutes 14 seconds East, with the west line of said 111.88-acre tract, a distance of 865.64 feet to a 1/2-inch iron rod found at the southeast corner of said Denton Sorrells tract; said point being in the north line of that called 109.26-acre tract described in Special Warranty Deed with Vendor's Lien to Smiley Road, Ltd. recorded in Instrument No. 2006-2064 of said Official Records;

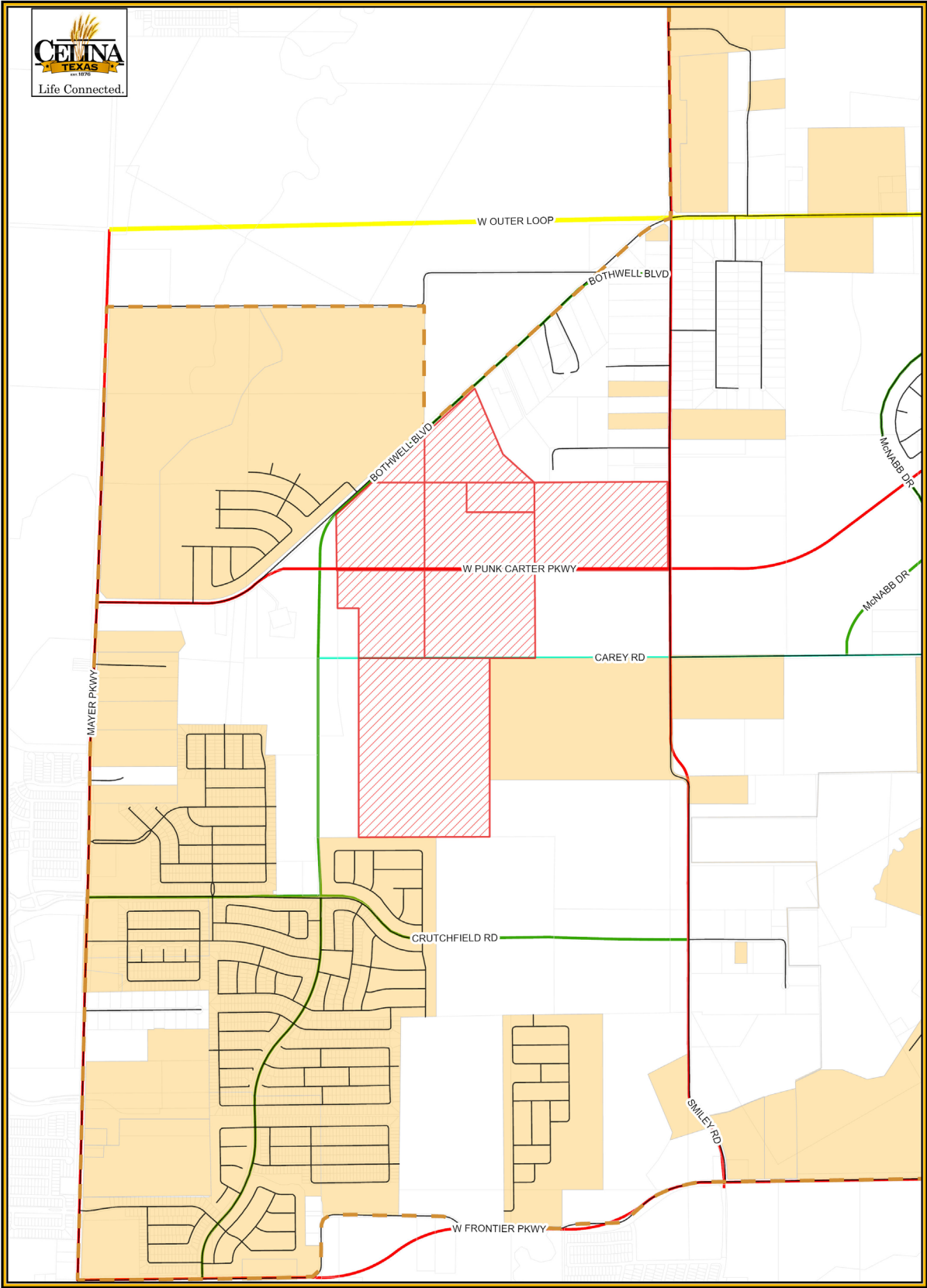
THENCE, South 89 degrees 30 minutes 17 seconds West, with the south line of said Denton Sorrells tract, and the north line of said 109.26-acre tract, and the north line of that tract of land described as Tract 4 in Special Warranty Deed with Vendor's Lien to CADG Sutton Fields, LLC recorded in Instrument No. 2015-15963 of said Official Records, a distance of 1,947.13 feet to a point at the southwest corner of said Denton Sorrells tract; said point being the most southerly southeast corner of said Fashand Farm tract;

THENCE, with the west line of said Denton Sorrells tract and the east line of said Fashand Farm tract, the following three (3) courses and distances:

North 00 degrees 40 minutes 11 seconds West, departing the north line of said Tract 4, a distance of 4,017.88 feet to a 1/2-inch iron rod found for corner;

North 89 degrees 45 minutes 14 seconds West, a distance of 310.88 feet to a 1/2-inch iron rod found for corner;

North 00 degrees 35 minutes 29 seconds West, a distance of 838.23 feet to the POINT OF BEGINNING and containing 386.212 acres or 16,823,373 square feet of land, more or less.



Attachment: Draft Ordinance (Sorrells Tract – C-3 Expedited Annexation)

Exhibit “B”**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

- equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Kari White, Senior Planner
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Sorrells Tract - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 387 acres to a Planned Development (PD) with Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3), and Commercial, Office, & Retail District (C) base zoning; generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428. (Sorrells Tract – PD Zoning) (Mohan)

Applicant:

BGE, Inc.
 2595 Dallas Parkway, Suite 101
 Frisco, TX 75034

Background Information:

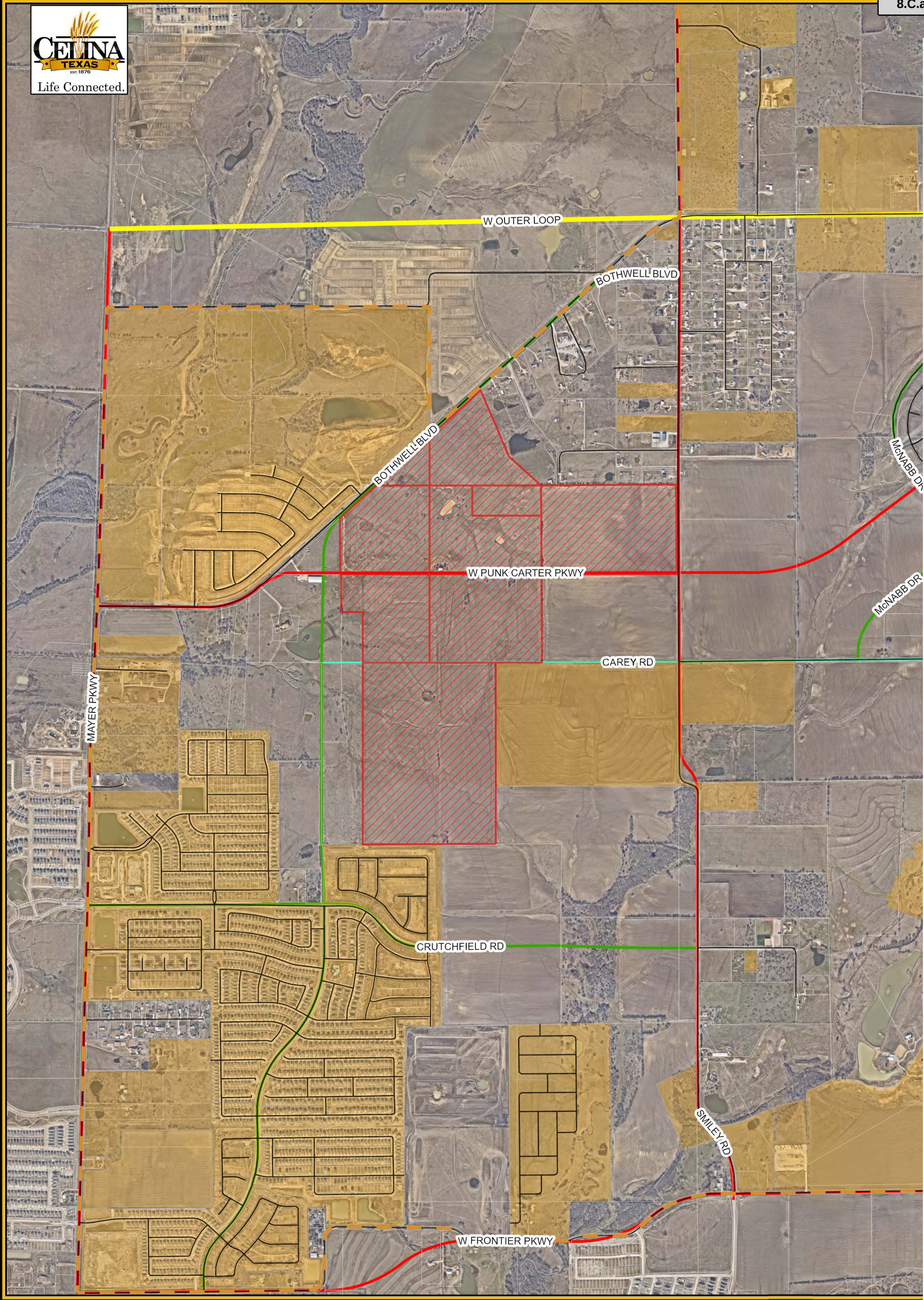
This item is for the zoning of approximately 387 acres to a Planned Development (PD) with Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3), and Commercial, Office, & Retail District (C) base zoning, generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428. Please refer to the attached documents as well as the associated annexation agenda item for further information.

Supporting Documents:

Location Map
 Draft Ordinance

Staff Recommendation:

Staff recommends approval.



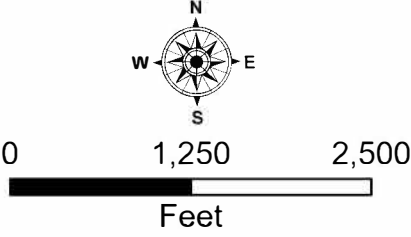
Attachment: Location Map (Sorrells Tract – PD Zoning)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

Sorrells Tract
Location Map
City of Celina

4/24/2023



CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
SORRELLS TRACT
PLANNED DEVELOPMENT #143

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 387 ACRES LOCATED IN THE THOMAS B. COX SURVEY, ABSTRACT NO. 309, THE ARTHUR E. NORWOOD SURVEY, ABSTRACT NO. 969, THE JOHN RAY SURVEY, ABSTRACT NO. 1104, THE WILLIAM S. RAY SURVEY, ABSTRACT NO. 1105, AND THE TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, ABSTRACT NO. 1299, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF BOTHWELL BOULEVARD, WEST OF SMILEY ROAD, AND SOUTH OF FM 428; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 143 WITH A BASE ZONING OF SINGLE-FAMILY, DETACHED DISTRICT (SF-R), SINGLE-FAMILY, ATTACHED DISTRICT (SF-A), MULTI-FAMILY, HORIZONTAL DISTRICT (MF-0), MULTI-FAMILY, URBAN EDGE DISTRICT (MF-2) OR MULTI-FAMILY, URBAN LIVING DISTRICT (MF-3), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in December 2022 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

Attachment: Draft Ordinance (Sorrells Tract – PD Zoning)

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit “C” and “D,” respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as “PD” Planned Development District No. 143 with a base zoning of Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3), and Commercial, Office, & Retail District (C), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein as PD No.

143 with a base zoning of Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3), and Commercial, Office, & Retail District (C), and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit “C” and “D,” respectively.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13 **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A Legal Description

BEING, all of that 386.212-acre (16,823,373 square-foot) tract of land situated in the Thomas B. Cox Survey, Abstract No. 309, the Arthur E. Norwood Survey, Abstract No. 969, the John Ray Survey, Abstract No. 1104, the William S. Ray Survey, Abstract No. 1105, and the Texas and Pacific Railroad Company Survey, Abstract No. 1299, Denton County, Texas; being all of that tract of land described in Special Warranty Deed to Punkadilly, Ltd as recorded in Instrument No. 2011-37656 of the Official Records of Denton County, Texas; and being all of that tract of land described in General Warranty Deed to Denton Sorrells, LLC as recorded in Instrument No. 2016-161419; said 386.212 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron rod found at the northwest corner of said Denton Sorrells tract; said point being the north corner of that tract of land described in Special Warranty Deed with Vendor's Lien to Fashand Farm Ltd. as recorded in Instrument No. 2004-135532 of said Official Records; said point being in the southeast right-of-way line of Farm to Market Road No. 428 (a variable width right-of-way; hereafter called FM-428);

THENCE, with the northwest line of said Denton Sorrells tract and the southeast line of said FM-428, the following four (4) courses and distances:

North 47 degrees 50 minutes 26 seconds East, a distance of 1,792.51 feet to a 1/2-inch iron rod found for corner;

North 47 degrees 50 minutes 57 seconds East, a distance of 248.64 feet to an angle point;

North 45 degrees 05 minutes 39 seconds East, a distance of 100.06 feet to an angle point;

North 47 degrees 50 minutes 05 seconds East, a distance of 673.75 feet to a 1/2-inch iron rod found at the north corner of said Denton Sorrells tract; said point being the northwest corner of Willow Wood, an addition to Denton County, Texas as recorded in Cabinet M, Slide 260 of the Plat Records of Denton County, Texas;

THENCE, South 23 degrees 24 minutes 12 seconds East, departing the southeast line of said FM-428, with the northeast line of said Denton Sorrells tract and the southwest line of said Willow Wood, a distance of 1,066.49 feet to a 60D nail found for corner;

THENCE, South 47 degrees 42 minutes 51 seconds East, continuing with the northeast line of said Denton Sorrells tract and the southwest line of said Willow Wood, a distance of 640.13 feet to a 1/2-inch iron rod found at the most easterly northeast corner of said Denton Sorrells tract; said point being the southwest corner of said Willow Wood; said point being the northwest corner of said Punkadilly tract;

THENCE, North 89 degrees 22 minutes 43 seconds East, with the north line of said Punkadilly tract and the south line of said Willow Wood, a distance of 2,035.25 feet to a 5/8-inch iron rod found at the northeast corner of said Punkadilly tract and the southeast corner of said Willow Wood; said point being the approximate center of Smiley Road (generally recognized public road, no record of dedication found on subject property);

THENCE, South 00 degrees 22 minutes 36 seconds East, along approximate center of Smiley Road, a distance of 1,321.65 feet to a 1/2-inch iron rod found at the southeast corner of said Punkadilly tract; said point being the northeast corner of that called 62.13-acre tract described in Special Warranty Deed to Smiley Road, Ltd. recorded in Instrument No. 2006-21488 of said Official Records;

THENCE, South 89 degrees 41 minutes 47 seconds West, departing said Smiley Road, with the south line of said Punkadilly tract and the north line of said 62.13-acre tract, a distance of 2,040.69 feet to a point for

corner at the southwest corner of said Punkadilly tract and the northwest corner of said 62.13-acre tract; said point being in the east line of said Denton Sorrells tract;

THENCE, with the east line of said Denton Sorrells tract, the following four (4) courses and distances:

South 00 degrees 19 minutes 36 seconds East, a distance of 1,325.28 feet to a 1/2-inch iron rod found at the southwest corner of said 62.13-acre tract; said point being in the north line of that tract of land described in Special Warranty Deed to Earthman Estates, LP recorded in Instrument No. 2017-75188 of said Official Public Records; said point being a salient corner in the east line of said Denton Sorrells tract;

South 88 degrees 58 minutes 43 seconds West, a distance of 704.96 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Earthman Estates tract;

South 00 degrees 26 minutes 37 seconds East, a distance of 1,810.06 feet to a 1/2-inch iron rod with "WIER & ASSOC" cap found for corner; said point being the southwest corner of said Earthman Estates tract; said point being the northwest corner of that called 111.88-acre tract described in Special Warranty Deed with Vendor's Lien to Smiley Road, Ltd. recorded in Instrument No. 2005-77986 of said Official Records;

South 00 degrees 52 minutes 14 seconds East, with the west line of said 111.88-acre tract, a distance of 865.64 feet to a 1/2-inch iron rod found at the southeast corner of said Denton Sorrells tract; said point being in the north line of that called 109.26-acre tract described in Special Warranty Deed with Vendor's Lien to Smiley Road, Ltd. recorded in Instrument No. 2006-2064 of said Official Records;

THENCE, South 89 degrees 30 minutes 17 seconds West, with the south line of said Denton Sorrells tract, and the north line of said 109.26-acre tract, and the north line of that tract of land described as Tract 4 in Special Warranty Deed with Vendor's Lien to CADG Sutton Fields, LLC recorded in Instrument No. 2015-15963 of said Official Records, a distance of 1,947.13 feet to a point at the southwest corner of said Denton Sorrells tract; said point being the most southerly southeast corner of said Fashand Farm tract;

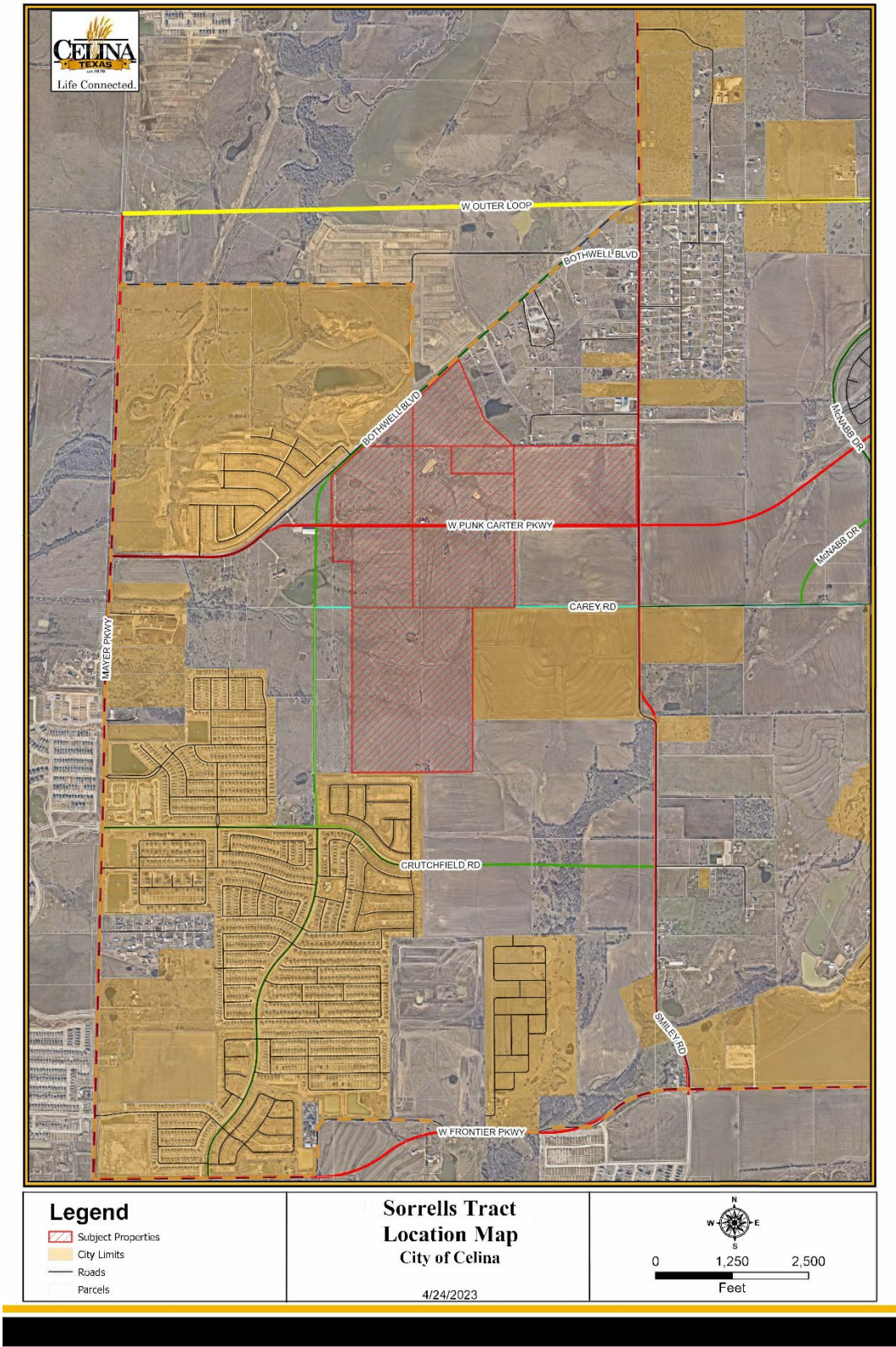
THENCE, with the west line of said Denton Sorrells tract and the east line of said Fashand Farm tract, the following three (3) courses and distances:

North 00 degrees 40 minutes 11 seconds West, departing the north line of said Tract 4, a distance of 4,017.88 feet to a 1/2-inch iron rod found for corner;

North 89 degrees 45 minutes 14 seconds West, a distance of 310.88 feet to a 1/2-inch iron rod found for corner;

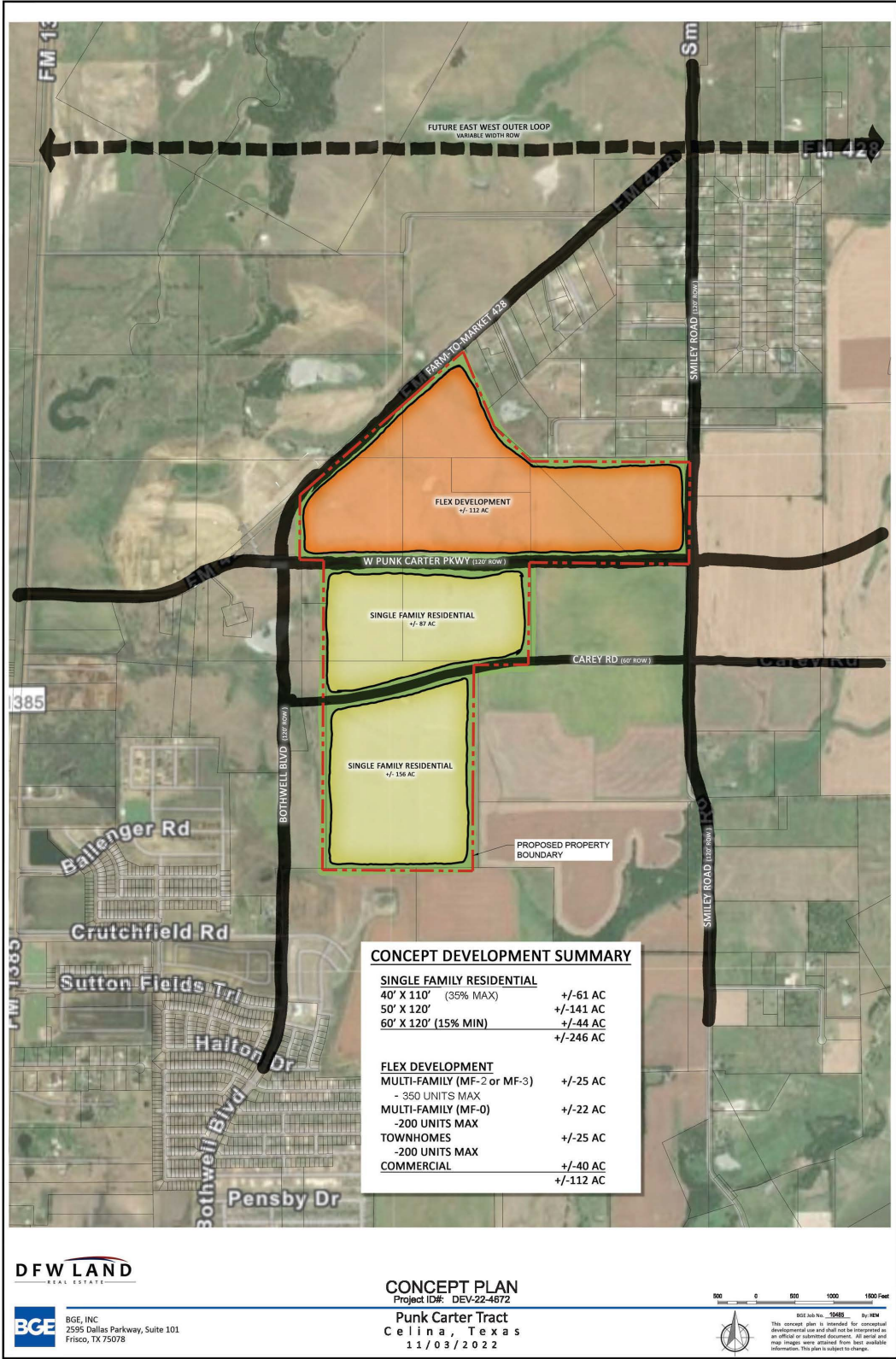
North 00 degrees 35 minutes 29 seconds West, a distance of 838.23 feet to the POINT OF BEGINNING and containing 386.212 acres or 16,823,373 square feet of land, more or less.

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Sorrells Tract – PD Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Sorrells Tract – PD Zoning)

Exhibit D Development Regulations

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of land use patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities, Trails & Open Space:

- 10' trails along major thoroughfares
- 8' trails along any gas easements or power line easements
- Open space shall generally conform to the Neighborhood Vision Book for Multifamily and Townhome uses. Single-Family detached land uses shall contain a minimum of 15% open space as defined in the Neighborhood Vision Book.
- 1-acre minimum amenity center site is required for the "Single-family Residential" development with an open-air pavilion for shade, a swimming pool, bathrooms, and a playground.
- 0.5-acre minimum amenity center site is required for the "Flex Development" area with an open-air pavilion and playground.

Land Use & Design Standards:

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the various tracts shall reflect the most closely related base zoning district for the proposed land use from the Zoning Ordinance and abide by all applicable design standards.

- Minimum 20 acres reserved for C (Retail, Office, & Commercial)
- Maximum of 200 units SF-A (townhomes)
- Maximum of 200 units of MF-0 (horizontal MF)
 - Maximum overall density of 12 units/acre.
 - Maximum building height of 2 stories (generally 1-2 units with a maximum of 4 units/building).
 - Architecture: All units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades.
 - Perimeters: Perimeters. Fencing/walls, screening, and home orientation shall abide by the following:
 - No gates crossing the fire lanes are allowed.
 - Private yard spaces may be fenced with either open ornamental iron fencing or enhanced wooden fencing (cedar, board-on-board, with a decorative cap). Any fencing potentially visible from a public right-of-way as identified by the Master Thoroughfare Plan shall be open ornamental iron.
 - When adjacent to public streets and non-residential development, including other non-MF-0 multi-family development, the shared border shall consist of homes that engage the perimeter by fronting onto and activating the perimeter (no garages) so that they are integrated into adjacent development. The landscape buffer and tree requirements still apply. Lead walks or other pedestrian connections are required, as determined by the Director.
 - When adjacent to single-family residential or other MF-0 development, wooden privacy fences are allowed within the landscape setback. Perimeter tree requirements still apply, as does the requirement for an eight (8) foot tall masonry wall along the shared property

line.

- Maximum of 350 units total of MF-2 or MF-3
- SF-R is generally allowed per the below lot mix:
 - A minimum 15% of the lots shall be 60' or wider
 - A maximum of 35% of the lots on minimum 40'

Minimum lot width for front entry garages. Any lot width less than fifty (50) feet shall have a rear entry, alley-loaded garage. Front-loading garages are allowed only on lots that are fifty (50) feet or greater in width.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: Honorable Mayor Tubbs and the Celina City Council
From: Madhuri Mohan AICP, Planning Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Mosey (Hotel/Conference Center) - PD Amendment

Action Requested:

Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 10 acres of Planned Development (PD) No. 80 with the Dallas North Tollway Overlay District (DNTD) base zoning, in order to modify development standards; generally located at the northwest corner of Dallas Parkway and Frontier Parkway, within the City Limits. (Mosey (Hotel/Conference Center) – PD Amendment) (McAfee) - To Be Tabled

Applicant:

McAdams Company
 111 Hillside Drive
 Lewisville, TX 75057

Background Information:

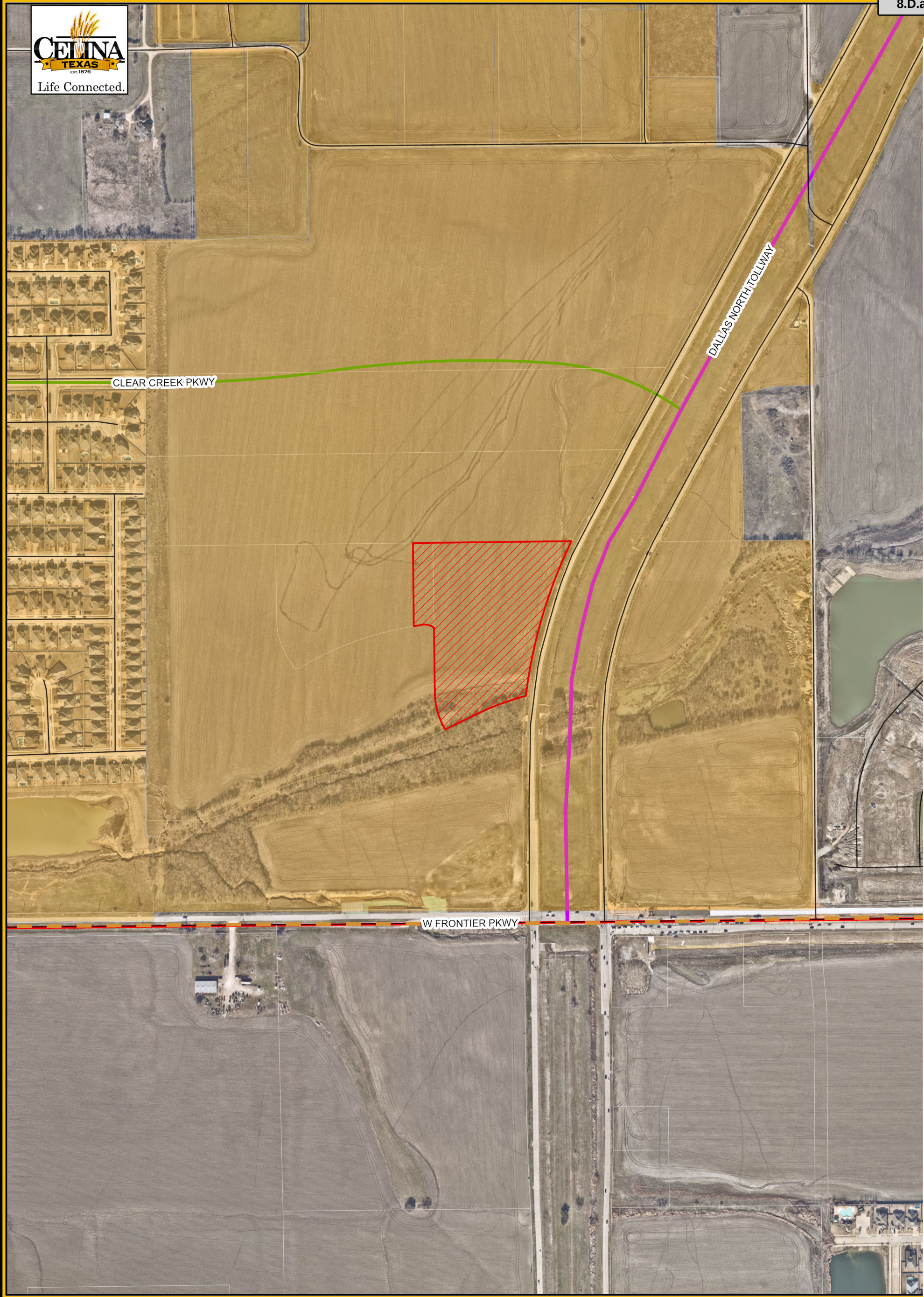
The applicant is requesting to amend a portion of Planned Development PD-80 with the Dallas North Tollway Overlay District (DNTD) base zoning, in order to modify development standards, for a hotel/conference center and a multi-family development. Please refer to the attached documents for further information. This item is to be tabled.

Supporting Documents:

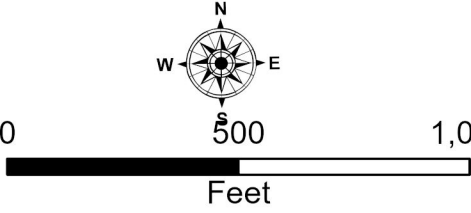
Location Map
 Staff Presentation
 Draft Ordinance

Staff Recommendation:

Staff recommends that this item is tabled.



Attachment: Location Map (Mosey (Hotel/Conference Center) – PD Amendment)

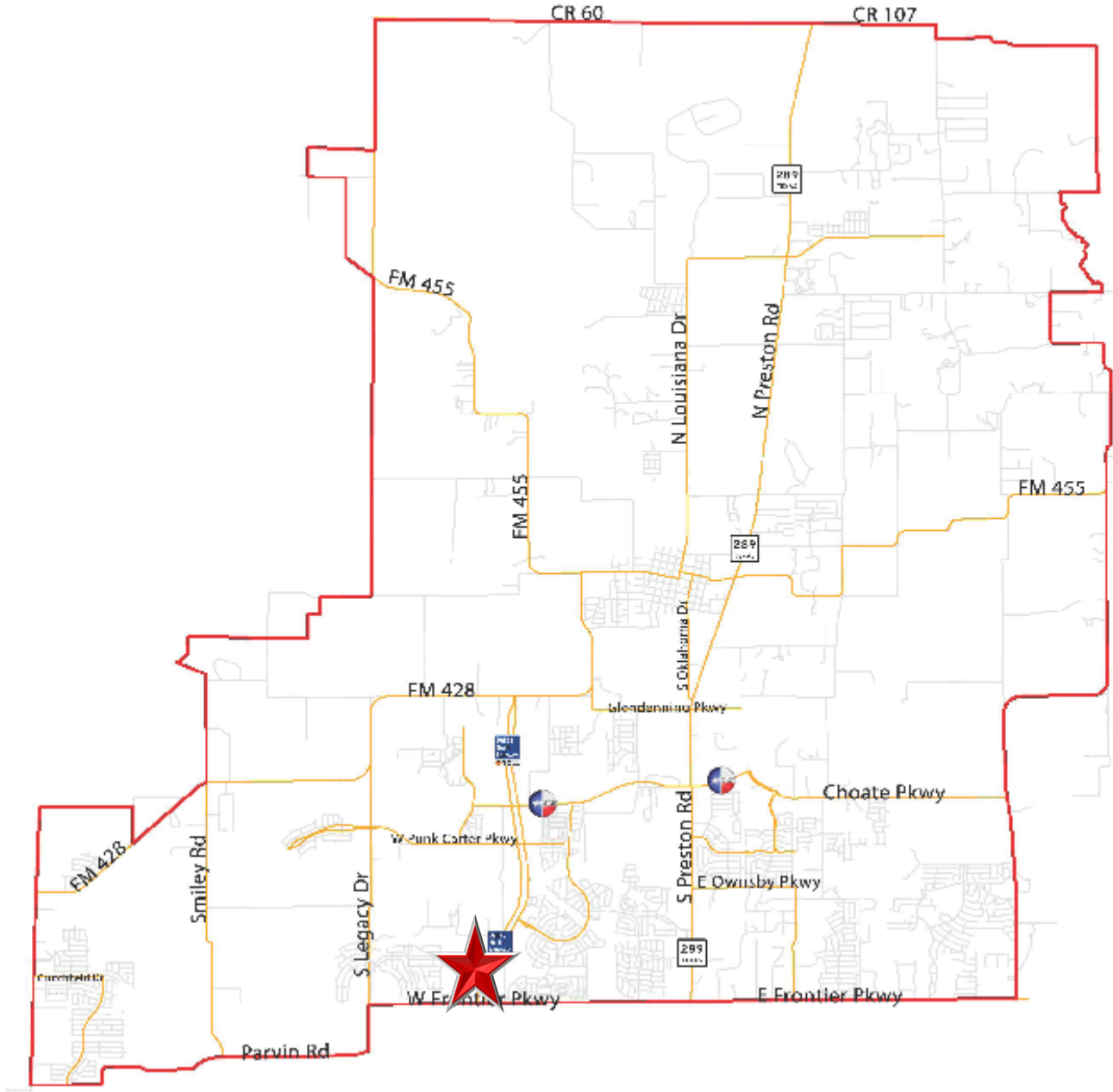
Legend  Subject Property  City Limits  Roads  Parcels	Mosey Hotel/Conference Center Location Map City of Celina 4/24/2023	
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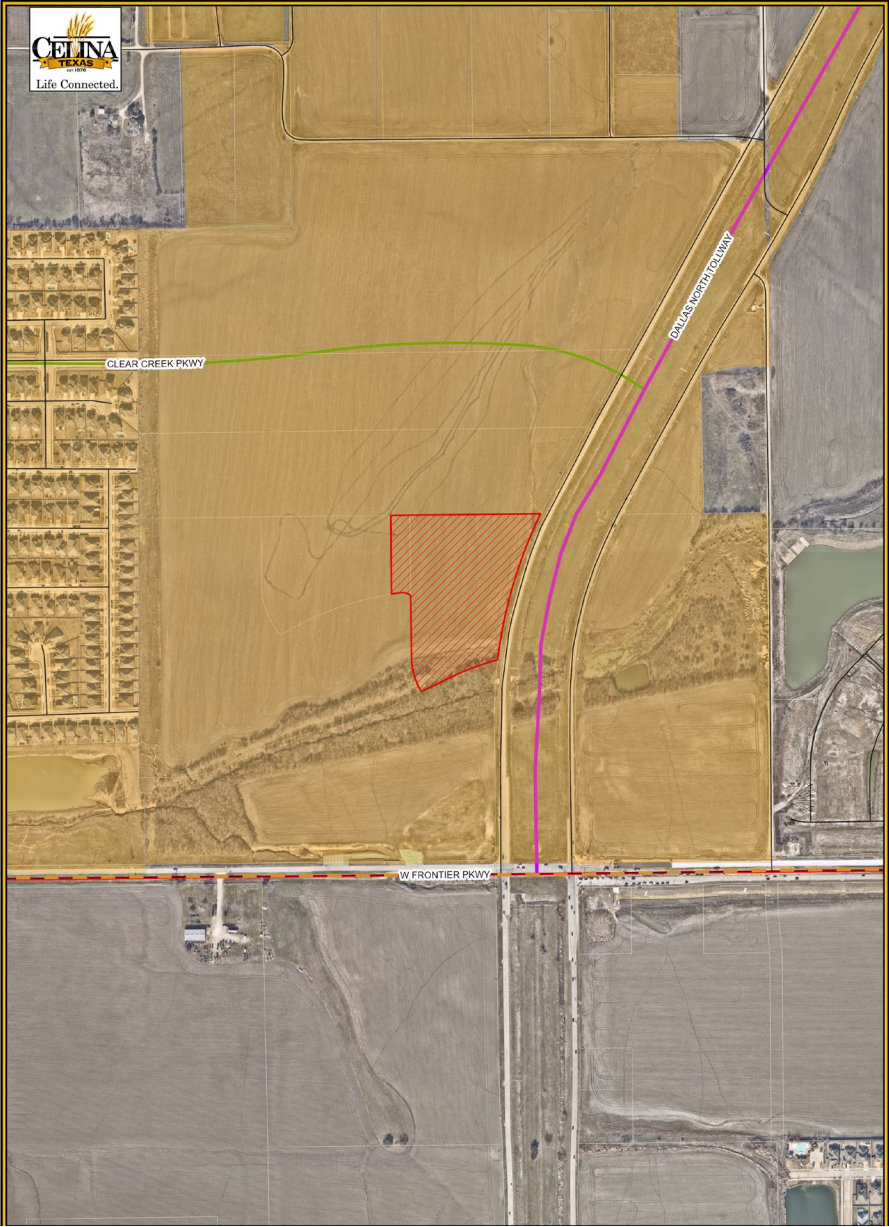
MOSEY TRACT HOTEL & CONFERENCE CENTER

PD Amendment

City Council
June 13, 2023







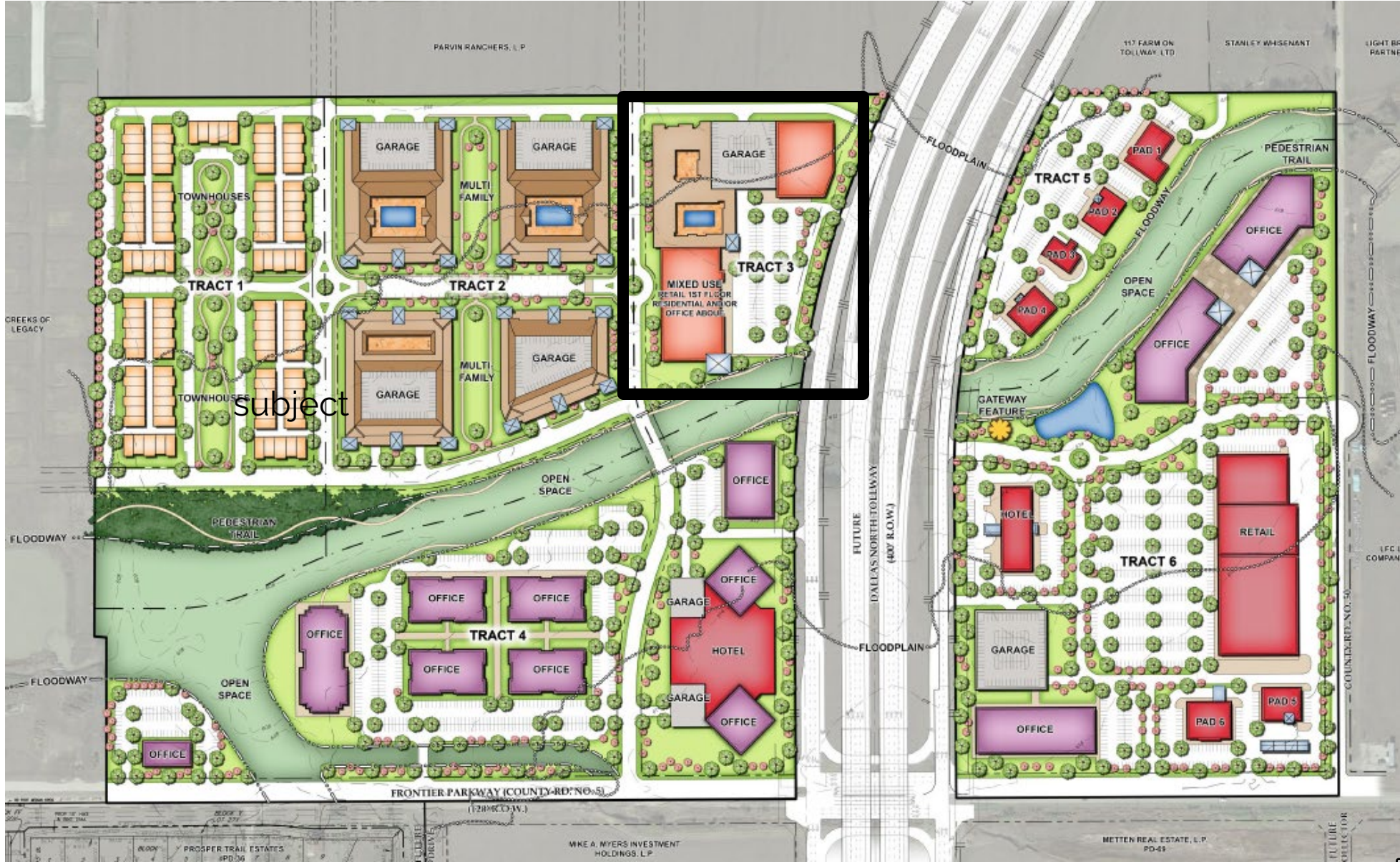
LOCATION MAP

The subject property is generally located at the northwest corner of Dallas Parkway and Frontier Parkway

BACKGROUND

- The subject property is approximately 10 acres
- The property is currently zoned Planned Development (PD-80) with multiple tracts allowing for a variety of uses
- The applicant is proposing to amend the subject property to the Dallas North Tollway Overlay District (DNT0) base zoning, with modified development standards

Original



PROJECT OVERVIEW

- The current PD entitles several uses along with outdated design standards and an outdated Concept Plan
- The applicant wishes to develop a hotel/conference center along with a multi-family development

PROJECT OVERVIEW

- The property will be zoned a PD with a base zoning of DNT0, along with the following uses permitted by right:
 - Multi-Family District, Urban Living (MF-3) with a maximum of 300 units
 - A Full-Service Hotel/Conference Center with:
 - A minimum of 135 rooms
 - Ground floor conference center with a minimum of 5,000 sq. ft. to accommodate 300 people in round tables
 - Minimum amenities to include pool, fitness center, and restaurant
- The MF-3 and hotel/conference center elements are non-severable and must all be constructed, or the entitlement is per base DNT0

POLICY CONSIDERATIONS

- The land uses are not inappropriate for the DNT corridor
- The proposed project would be the first hotel and conference center in the City
- The proposed PD is base zoning, which follows modern standards (and as they may be amended) instead of standards that become locked-in and outdated if written into the PD

RECOMMENDATION

- There was no public feedback at the public hearing
- The Commission discussed traffic along the DNT corridor, hotel brand, height, room breakdown, timing, and other general questions
- The Planning & Zoning Commission unanimously recommended approval of the request at its May regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2023-_____

COTTAGES OF CELINA (MOSEY TRACT – HOTEL/CONFERENCE CENTER)

AN AMENDMENT TO PLANNED DEVELOPMENT #80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10 ACRES LOCATED IN THE F.D. GARY SURVEY, ABSTRACT NO. 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE FUTURE DALLAS NORTH TOLLWAY AND FRONTIER PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO AMEND “PD” PLANNED DEVELOPMENT DISTRICT NO. 80 WITH A BASE OF THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends a portion of PD #80, which has previously been amended by Ordinance 2017-31, Ordinance 2022-46, and Ordinance 2023-30; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan, Renderings, and Development Regulations, set forth in Exhibits “C”, “D”, and “E”, respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan

of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 80, with a base of the Dallas North Tollway Overlay District (DNTO), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|-------------------------|
| Exhibit B: | Depiction of Property |
| Exhibit C: | Concept Plan |
| Exhibit D: | Renderings |
| Exhibit E: | Development Regulations |

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 80, with a base of the Dallas North Tollway Overlay District (DNTO), and incorporates the Concept Plan, Renderings, and Development Regulations, attached hereto as Exhibits "C", "D", and "E," respectively.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13 EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A

Legal Description

BEING all that certain lot, tract, or parcel of land, situated in the F. D. Gray Survey, Abstract Number 361, Collin County, Texas, and being part of that certain called 124.4300 acre tract of land, described in deed to Thomas Mosey and Julie Mosey as Trustee of the Trust Agreement of Thomas Mosey, recorded in Instrument Number 20190830001072500, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" capped rebar found stamped "Kimley Horn and Associates" at the northwest corner of said 123.4300 acre tract, and being on the east line of Creeks of Legacy Phase 2B, an addition to the City of Celina, according to the plat thereof, recorded in Instrument Number 2017-598, Plat Records, Collin County, Texas;

THENCE N 89°20'59" E, with the north line of said 124.4300 acre tract, a distance of 1236.78 feet to a 1/2" capped rebar set stamped "McAdams" at the POINT OF BEGINNING and being the northwest corner of the herein described tract of land, and being the northeast corner of that certain tract of land, described in deed to DD Celina Frontier, LLC, recorded in Instrument Number 2022000124562, Official Public Records, Collin County, Texas;

THENCE N 89°20'59" E, continuing with the north line of said 124.4300 acre tract, a distance of 739.57 feet to a 1/2" rebar found at the northwest corner of that certain tract of land, described in deed to Collin County, Texas, recorded in Instrument Number 20060912001319390, Official Public Records, Collin County, Texas, and being on the west line of Dallas North Tollway;

THENCE southwesterly, with the arc of a curve to the left, and with the west line of said Collin County, deed and said Dallas North Tollway, having a radius of 2273.81 feet, an arc length of 751.85 feet, a central angle of 18°56'43", and whose chord bears S 16°41'50" W, a distance of 748.43 feet to a 1/2" capped rebar set stamped "McAdams", from which a 1/2" capped rebar found stamped "RPLS 5310" on the west line of said Dallas North Tollway, bears Southwesterly continuing with the arc of said curve to the left, having a radius of 2273.81 feet, an arc length of 312.80 feet, a central angle of 07°52'55", and whose chord bears S 03°17'01" W, a distance of 312.55 feet;

THENCE Southwesterly with the arc of a non-tangent curve to the left, having a radius of 1247.00 feet, an arc length of 248.07 feet, a central angle of 11°23'53", and whose chord bears S 69°44'32" W, a distance of 247.66 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 64°02'35" W, a distance of 158.17 feet to a 1/2" capped rebar found stamped "Kimley Horn and Associates" at the southeast corner of that certain tract of land, described in deed to Celina Mosey Investment, recorded in Instrument Number 202112280002598150, Official Public Records, Collin County, Texas;

THENCE With the east line of said Celina Mosey Investment, the following:

N 25°43'29" W, a distance of 40.81 feet to a 1/2" capped rebar found stamped "Kimley Horn and Associates";

Northwesterly with the arc of a curve to the right, having a radius of 300.00 feet, an arc length of 130.76 feet, a central angle of $24^{\circ}58'24''$, and whose chord bears $N 13^{\circ}14'13'' W$, a distance of 129.73 feet to a 1/2" capped rebar found stamped "Kimley Horn and Associates";

$N 00^{\circ}45'01'' W$, a distance of 308.70 feet to a 1/2" capped rebar set stamped "McAdams";

Northwesterly with the arc of a non-tangent curve to the left, having a radius of 72.00 feet, an arc length of 53.03 feet, a central angle of $42^{\circ}12'01''$, and whose chord bears $N 76^{\circ}09'56'' W$, a distance of 51.84 feet to a 1/2" capped rebar set stamped "McAdams";

Southwesterly with the arc of a compound curve to the left, having a radius of 1470.00 feet, an arc length of 44.09 feet, a central angle of $01^{\circ}43'07''$, and whose chord bears $S 81^{\circ}52'28'' W$, a distance 44.09 feet to a 1/2" capped rebar set stamped "McAdams" at the southeast corner of said DD Celina Frontier tract;

THENCE $N 00^{\circ}39'57'' W$, with the east line of said DD Celina Frontier tract, a distance of 385.61 feet to the POINT OF BEGINNING and containing approximately 9.908 acres of land.

Bearings based on Texas Coordinate System, North Central Zone (4202), NAD 83.

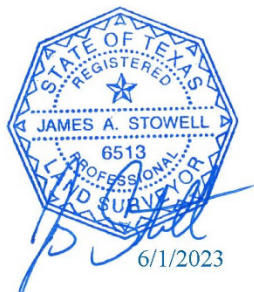
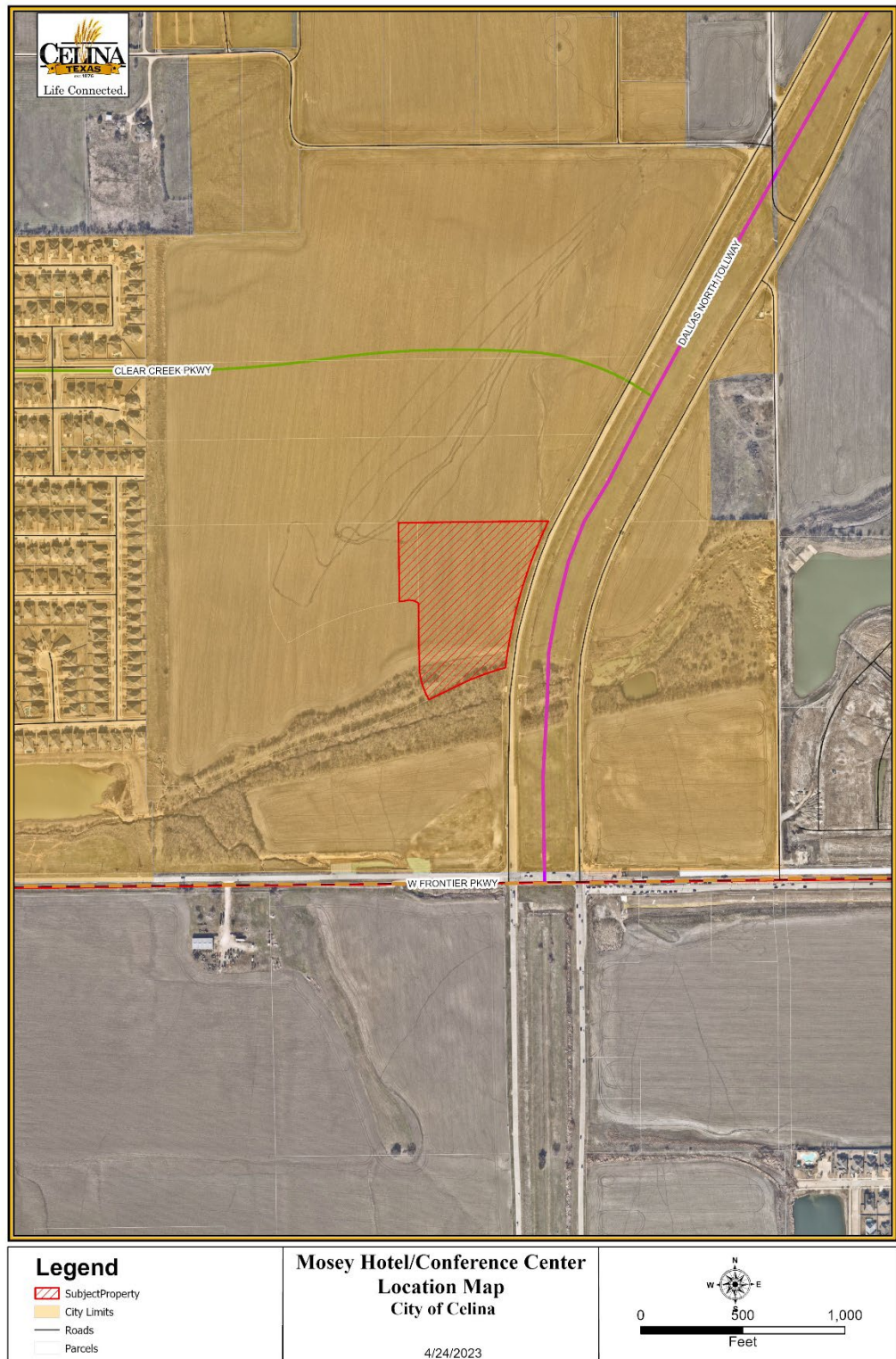


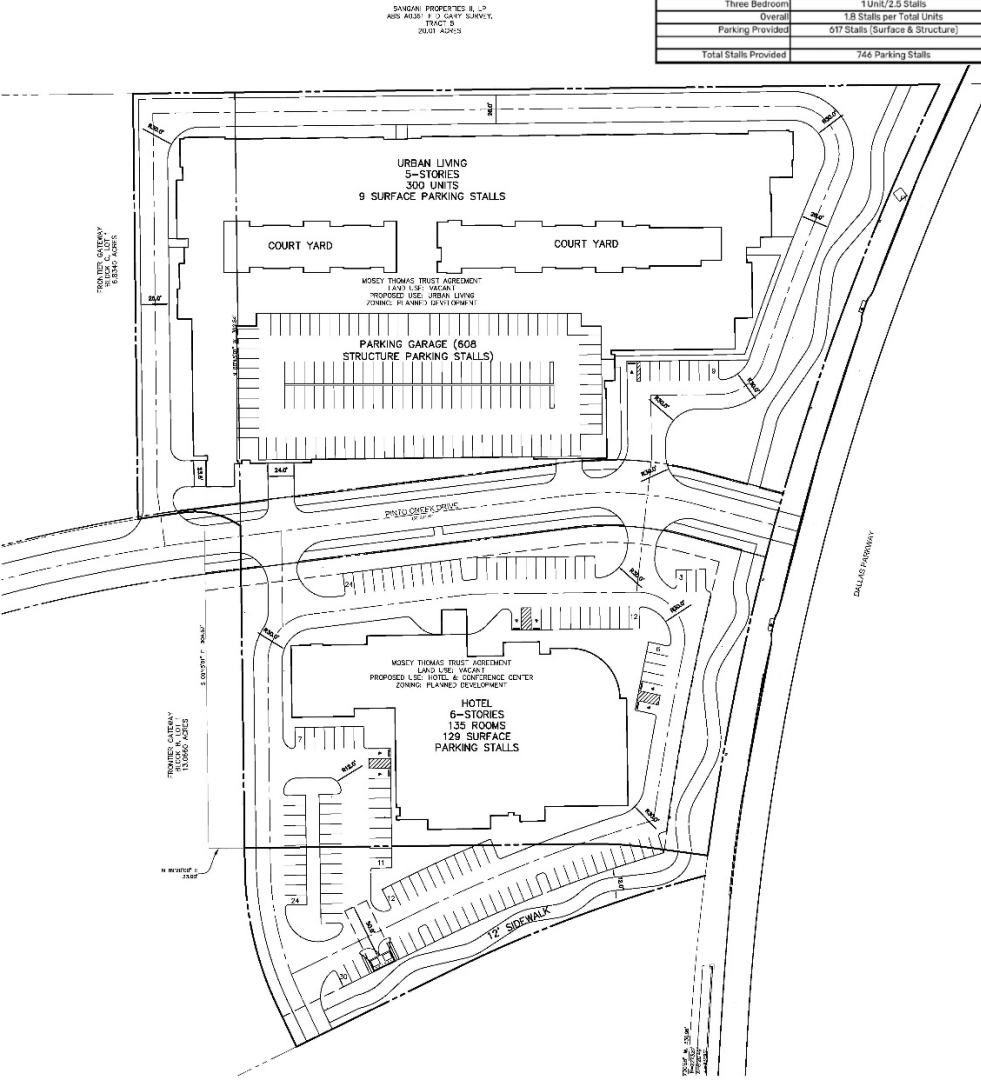
Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Mosey (Hotel/Conference Center) – PD Amendment)

Exhibit C
Concept Plan

Site Data Summary Table	
Site Area	9.90-Acres
Site Square Footage	431244
Zoning	PD 2017-31
Proposed Use(s)	Full Service Hotel & Conference Center Multifamily
Use Data	
Hotel & Conference Center	101,094 Square Feet
Number of Rooms	135 Rooms
Multifamily	375,152 Square Feet
Number of Units	300 Units
Parking Data	
Required Parking	Full Service Hotel & Conference Center
	1 Stall Per Room & 1 Stall Per 200 sq ft of Shared Indoor Space
Parking Provided	129 (On-Site)
Required Parking	Multifamily
Studio & One Bedroom	1 Unit/1.5 Stalls
Two Bedroom	1 Unit/2.0 Stalls
Three Bedroom	1 Unit/2.5 Stalls
Overall	1.8 Stalls per Total Units
Parking Provided	617 Stalls (Surface & Structure)
Total Stalls Provided	746 Parking Stalls



Attachment: Draft Ordinance (Mosey Tract – Hotel/Conference Center) – PD Amendment



THE MUSEUM FOR
HISTORIC CITIES
1111 N. 10TH
340029946

CELINA MIXED-USE CONCEPT PLAN
CELINA, TEXAS



1
0.125" = 1'-0"
04.20.2023

**Exhibit D
Renderings**



Attachment: Draft Ordinance (Mosey (Hotel/Conference Center) – PD Amendment)





Exhibit E

Development Regulations

The property is zoned Planned Development (PD) with a base zoning of the Dallas North Tollway Overlay District (DNTD). The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended. Development of the conference center, hotel, and MF-3 project, as generally depicted on the attached Concept Plan, shall conform to the following:

- Multi-Family District, Urban Living (MF-3) permitted by right within 750' of the DNTD (with a maximum of 300 units).
- Hotel/Conference Center use permitted by right, with the following conditions:
 - A minimum of 135 rooms.
 - Ground floor conference center with a minimum 5,000 sq. ft. and sufficient size to accommodate 300 people in round tables.
- The word "Hotel" shall mean a full-service hotel with an "upscale" or higher rating according to the most recent annual Smith Travel Research ("STR") chain scale report with at least 135 guest rooms and a ground floor conference center with a minimum of 5,000 square feet that will accommodate at least 300 seats at round tables, and parking, comprising part of the Facility.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: Honorable Mayor Tubbs and the Celina City Council
From: Madhuri Mohan AICP, Planning Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Avondale Townhomes/MF-0 - Development Agreement

Action Requested:

Conduct a public hearing to consider and act upon a Development Agreement on approximately 12 acres of land; generally located west of FM 455 and approximately 410 feet south of future J Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ). (Avondale Townhomes/MF-0 – Development Agreement) (Mohan)

Applicant:

The Law Offices of Robert D. Daake
 P.O. Box 6250
 McKinney, TX 75071

Background:

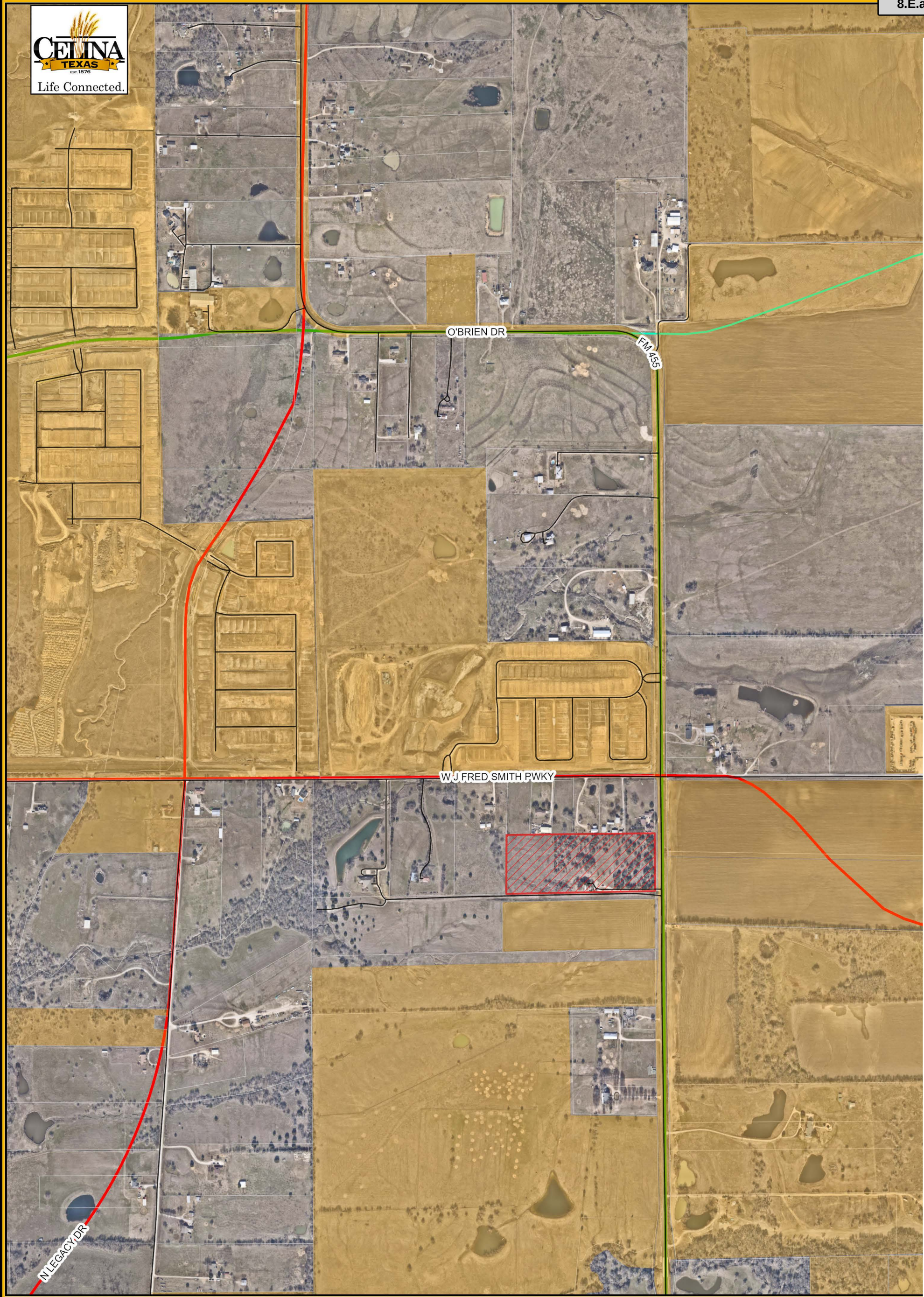
The property is approximately 12 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract for a townhome (Single-Family Attached) or single-family for rent (Multi-Family, Horizontal) neighborhood. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
 Staff Presentation
 Draft Agreement

Staff Recommendation:

Staff recommends approval.



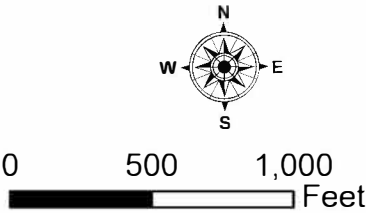
Attachment: Location Map (Avondale Townhomes/MF-0 – Development Agreement)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Avondale
Location Map
City of Celina

4/25/2023



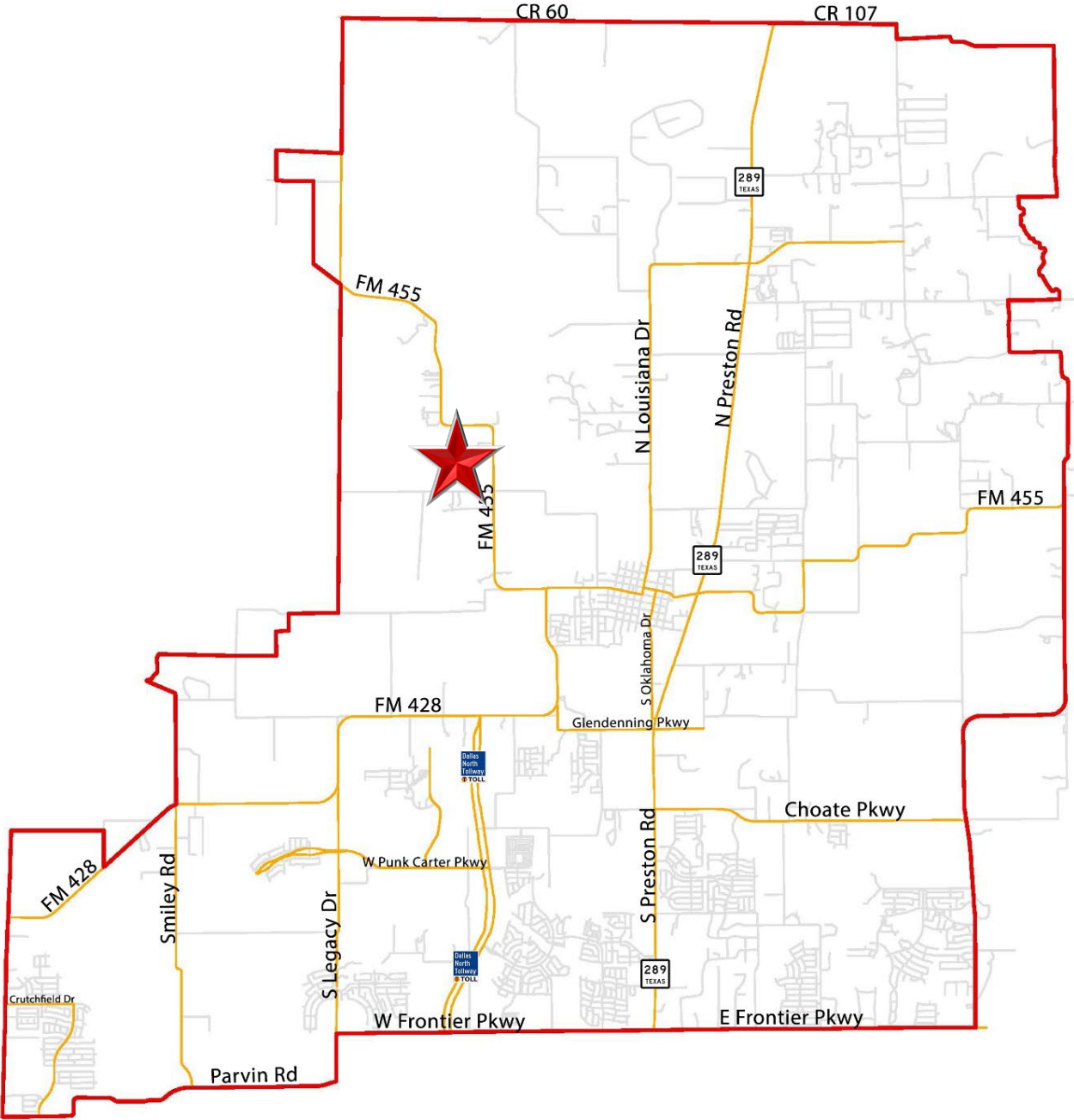
AVONDALE

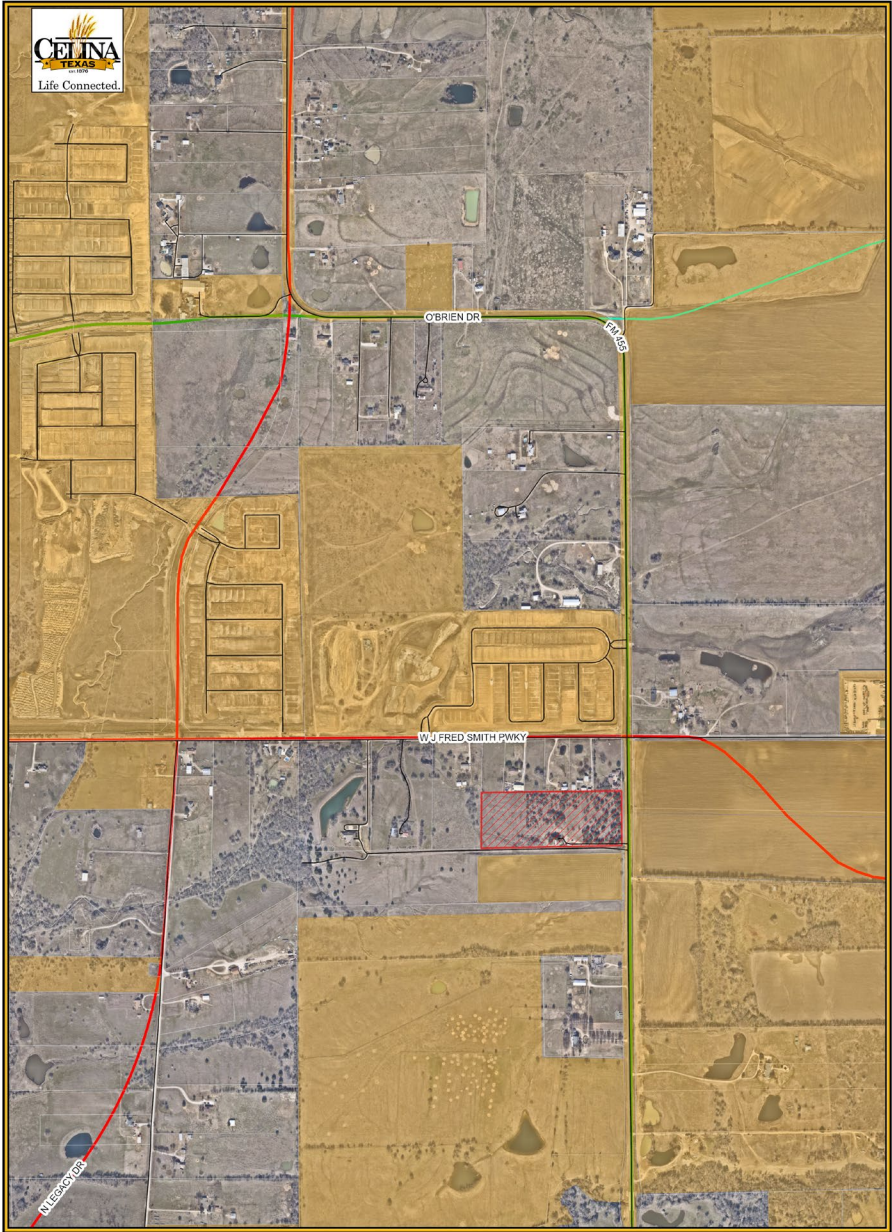
Development Agreement

City Council
June 13, 2023



Attachment: Staff Presentation (Avondale Townhomes/MF-0 – Development Agreement)





LOCATION MAP

The subject property is generally located west of FM 455 and south of future J Fred Smith Parkway

BACKGROUND

- The subject property is approximately 12 acres, located in the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists on the property, which means it has no land use restrictions
- The property owner desires to outline the future annexation and zoning that will apply to the tract through a Development Agreement with the City

AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and contemplates the following zoning districts:
 - Single-Family Attached (SF-A), or
 - Multi-Family, Horizontal (MF-o)

POLICY CONSIDERATIONS

- The DA brings 12 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- The property will ultimately be annexed and zoned
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations

RECOMMENDATION

- There was no public feedback at the public hearing
- The Planning & Zoning Commission unanimously recommended approval of the request at its May regular meeting
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between N9 Capital Celina 11 Partners, LLC (the "Developer") and the City of Celina (the "City") (individually a "Party," and collectively, the "Parties"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, on the date the City Council voted to approve this Agreement, landowner Credit Shelter Trust (the "Owner") owns 11.342 acres of land, generally located on FM 455, just south of County Road 9, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on Exhibit A and depicted in Exhibit B, (the "Property"); and

WHEREAS, the Developer intends to purchase the Property from the Owner and the Developer intends to develop the Property for multi-family residential uses (the "Development"); and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article II below.

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

ARTICLE I DEVELOPMENT REGULATIONS

1.1 Full Compliance with City Standards. Development of the Property shall be subject to the applicable City Regulations.

1.2 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, the Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

1.3 Building Codes, Fire Codes and Building Materials. *As consideration, the Developer has consented to and requested, and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019, shall then touch and concern the Property and be binding upon the Property.*

ARTICLE II

ANNEXATION AND POST-ANNEXATION MATTERS

2.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after the Developer's acquisition/closing, the Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to the Developer by the City that may contain additional acres (collectively, the "Petition Property"). The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. The Developer acknowledges and agrees that:

- (a) this Section 2.1 was a material inducement for the City to enter into this Agreement with Developer;
- (b) the Developer is not required to enter into this Agreement;
- (c) the annexation procedures described in this Agreement require the Developer's consent, and by entering into this Agreement, the Developer hereby voluntarily provides such consent; and
- (d) with this Agreement and the provisions contained herein, the City has provided to the Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

Nothing within this Agreement shall be construed as an impediment to Developer voluntarily initiating the annexation and zoning process. Such voluntary annexation and zoning process shall comply with the terms of this Agreement.

2.2 Zoning of Property. (a) While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 2.1 of this Agreement, the Parties agree that the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. Upon annexation of the Property, the City shall consider zoning the Property to SF-A, Single-Family Residential Attached District or MF-0, Multi-Family District, Horizontal, if the zoning ordinance has been amended to include the MF-0 District. If the City has not adopted MF-0, Multi-Family District, Horizontal at the time of annexation, the City may also consider a PD, Planned Development permitting the development standards described in this Section 2.2. The Parties agree the regulations for the MF-0 District or PD include:

- (1) Maximum gross density is 12 units/per acre.
- (2) Maximum building height is 36 feet and two (2) stories.
- (3) A six (6) foot tall masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed. Cross-access to adjacent properties shall be maintained. The Planning Director of the City may approve alternative designs that meet the base zoning.
- (4) Composite or open privacy fencing is allowed within the 10 foot landscape setback. Required perimeter trees shall be installed in this area. Yard spaces may be divided by six (6) foot tall composite or open privacy fencing.
- (5) Parking shall be a minimum of 1.5 spaces per unit. Enclosed parking is not required. Covered parking and garage parking spaces count toward the minimum required off-street parking.
- (6) Roof pitch shall be a minimum of 4:12.
- (7) Carports, if provided, shall contain spaces for four (4) to 10 vehicles. Building materials may be metal or combination of building materials.
- (8) Repetition of building elevations is allowed with the use of a minimum of three different building elevations per building type and at least three (3) different color schemes for the development.
- (9) All units shall comply with the single-family architectural design standards for masonry materials, which is 80% brick or stone, with the remainder allowed to be stucco or cementitious fiber-board, on all facades.

(b) Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control.

ARTICLE III **TERM**

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that Section 1.3, plus all provisions referenced in Section 1.3, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by July 1, 2023 or if Developer notifies the City in writing prior to June 15, 2023 that it will not purchase the Property.

ARTICLE IV **EVENTS OF DEFAULT; REMEDIES**

4.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

4.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE V **ASSIGNMENT AND ENCUMBRANCE**

5.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under

this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

5.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement.

5.3 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VI **RECORDATION**

This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property.

ARTICLE VII

ADDITIONAL PROVISIONS

7.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, 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 Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

7.2 Notices. Any notice, payment or instrument required or permitted by this Agreement 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 ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	N9 Capital Celina 11 Partners, LLC Attn: Nagesh Kamarsu 502 Bristol Drive Allen, TX 75013
With a copy to:	The Law Offices of Robert D. Daake, PLLC Attn: Rob Daake P.O. Box 6250 McKinney, TX 75071

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.

7.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of

any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

7.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

7.5 Authority and Enforceability. The City represents and warrants that this Agreement 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 that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement 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.

7.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

7.7 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 Agreement; (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 Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.8 Applicable Law; Venue. This Agreement 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 each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

7.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement 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 Agreement. No provision of this Agreement 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 Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

7.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property

7.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

7.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

7.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

7.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908

and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2023.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, TRMC
City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Agreement (Avondale Townhomes/MF-0 – Development Agreement)

DEVELOPER:

N9 Capital Celina 11 Partners, LLC,
a Texas limited liability company

By: N9 Capital Partners, LLC,
a Texas limited liability company
its Manager

By: _____
Name: Nagesh Kamarsu
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2023, personally appeared Nagesh Kamarsu, Manager of N9 Capital Partners, LLC, a Texas limited liability company, as Manager of N9 Capital Celina 11 Partners, LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability companies.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (Avondale Townhomes/MF-0 – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY
(following two pages)

BEING all of that certain tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, and being a portion of a called 11.429 acre tract of land described in the deed to Marcia Ann Barber Leyden, (F/K/A Marcia Ann Barber Timmerman), trustee of the Credit Shelter Trust Established in the Last Will of Orval Eugene Timmerman, recorded in Instrument No. 2022000163179, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the westerly right-of-way line of Farm to Market 455 for the southeast corner of said 11.429 acre tract, common to the northeast corner of a called 16.090 acre tract of land described in the deed to Scot H. McDonald and wife, Jill C. McDonald, recorded in Instrument No. 20011214001614900, said Official Public Records, from which a 1/2-inch iron rod with a cap stamped "METROPLEX 1849" found for the northeast corner of said 16.090 acre tract, bears South 00°12'28" East, a distance of 60.00 feet;

THENCE South 88°50'22" West, with the southerly line of said 11.429 acre tract and the northerly line of said 16.090 acre tract, a distance of 1,124.88 feet to a 1/2-inch iron rod with a cap (unknown) found for the southwest corner of said 11.429 acre tract, common to the southeast corner of a called 7.991 acre tract of land described in the deed to Srinivasa Rao Palella and Srilakshmi Tatakula, recorded in Instrument No. 20170823001130660, said Official Public Records;

THENCE North 00°28'50" East, with the westerly line of said 11.429 acre tract and the easterly line of said 7.991 acre tract, a distance of 443.69 feet to a fence corner post found for the northwest corner of said 11.429 acre tract, common to the southwest corner of Clandon Ranch Addition, according to the plat thereof recorded in Instrument No. 2016-606, said Official Public Records, from which a mag nail found in County Road 9 for the northeast corner of said 7.991 acre tract, common to the northwest corner of a called 30-foot wide right-of-way dedication according to said plat recorded in Instrument No. 2016-606, bears North 00°28'50" East, a distance of 438.70 feet;

THENCE North 89°22'22" East, with the southerly line of said Clandon Ranch Addition, a distance of 498.90 feet to a metal fence corner post for the southeast corner of said Clandon Ranch Addition, common to the southwest corner of a called 2.00 acre tract of land described in the deed to Carolyn June Fulcher, Trustee of the June Fulcher Trust Created by Trust Instrument Dated September 9, 2014, recorded in Instrument No. 2010915000993370, said Official Public Records;

THENCE North 88°43'44" East, with the southerly line of said 2.00 acre tract, passing a 1/2-inch iron rod with a cap (unknown) found at a distance of 199.21 feet for the southeast corner of said 2.00 acre tract, common to the southwest corner of a called 1.93 acre tract of land described in the deed to Elevated Property Builders, LLC, recorded in Instrument No. 20211210002502020, said Official Public Records, continuing on said course, with the southerly line of said 1.93 acre tract, passing a 1/2-inch iron rod found at a distance of 397.82 feet for the southeast corner of said 1.93 acre tract, common to the southwest corner of a called 2.206 acre tract of land described in the deed to Phillip Fierros, recorded in Instrument No. 1998000411610 (Volume 4153, Page 1030), said Official Public Records, continuing on said course with the southerly line of said 2.206

acre tract, a total distance of 567.66 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner;

THENCE severing said 11.429 acre tract, the following courses:

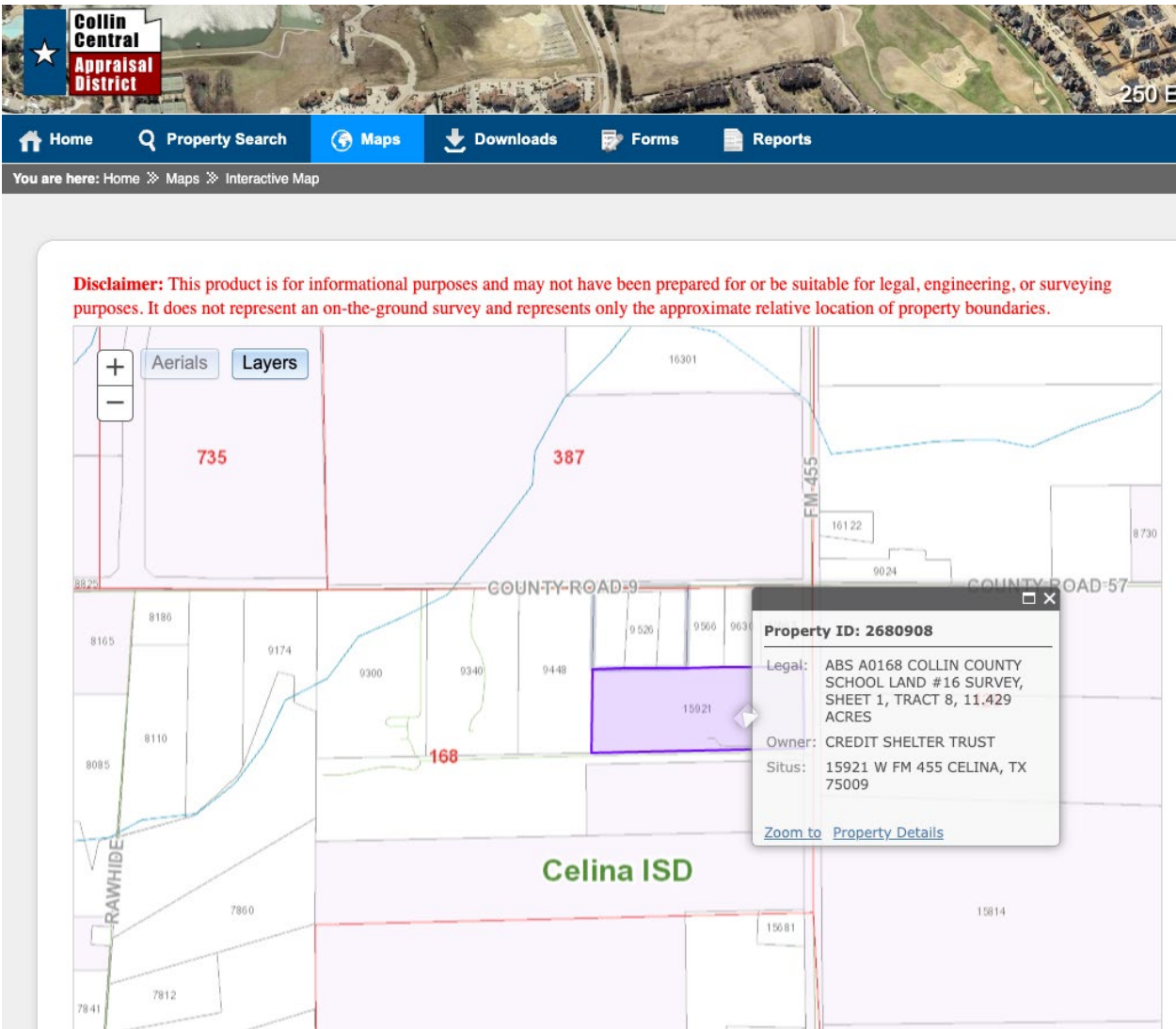
1. South 00°37'43" East, a distance of 5.04 feet to a capped iron rod set for corner;
2. North 89°22'17" East, a distance of 24.42 feet to a capped iron rod set for corner;
3. North 00°37'43" West, a distance of 5.32 feet to a capped iron rod set for corner in the southerly line of said 2.206 acre tract;

THENCE North 88°43'44" East, continuing with the southerly line of said 2.206 acre tract, passing a 1/2-inch iron rod found for the southeast corner of said 2.206 acre tract, continuing on said course, a total distance of 28.48 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) in the westerly right-of-way line of said Farm to Market 455 for the northeast corner of said 11.429 acre tract;

THENCE South 00°17'23" East, with the westerly right-of-way line of said Farm to Market 455 and the easterly line of said 11.429 acre tract, a distance of 44.71 feet to a capped iron rod set for an angle point;

THENCE South 00°12'28" East, continuing with the westerly right-of-way line of said Farm to Market 455 and the easterly line of said 11.429 acre tract, a distance of 395.41 feet to the POINT OF BEGINNING and enclosing 11.339 acres (493,916 square feet) of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Agreement (Avondale Townhomes/MF-0 – Development Agreement)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Cross Creek Meadows MIA - Levy Ordinance

Action Requested:

Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cross Creek Meadows Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll; making a finding of special benefit to property within the Major Improvement Area of the Cross Creek Meadows Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cross Creek Meadows MIA – Levy Ordinance) (Pollard)

Background:

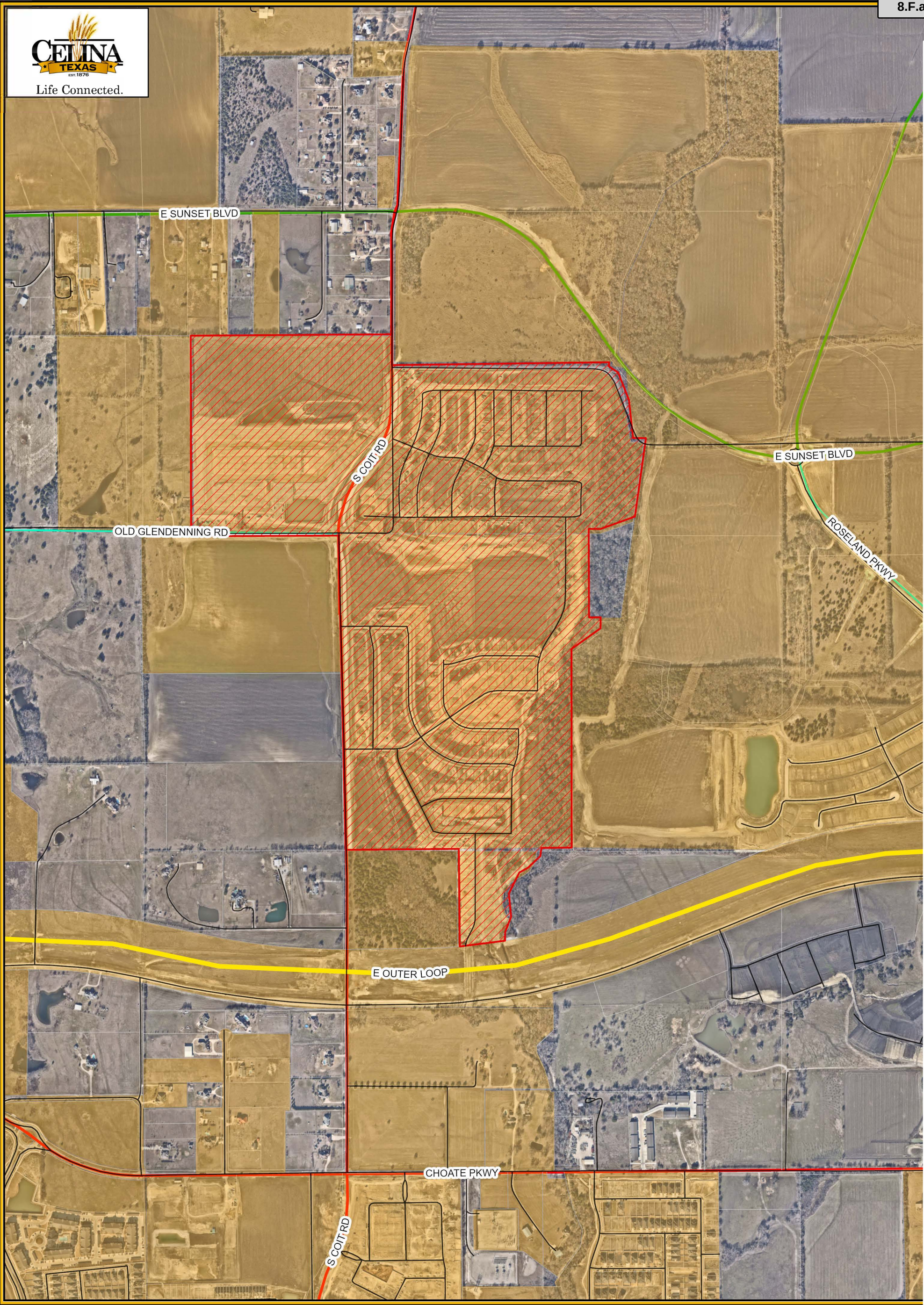
Please refer to the attachments for additional information.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

Staff recommends approval.

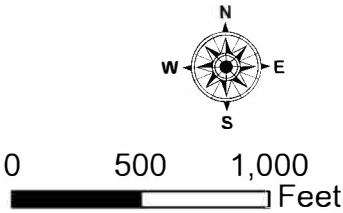


Attachment: Location Map (Cross Creek Meadows MIA – Levy Ordinance)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cross Creek Meadows
Location Map
City of Celina



ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND MAJOR IMPROVEMENT AREA ASSESSMENT ROLL FOR THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the city limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-31R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cross Creek Meadows Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on April 17, 2023, the City Secretary filed a copy of Resolution No. 2023-31R with the County Clerk of each county in which all or a part of the District is located; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on April 11, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for the Major Improvement Area of District; calling for a public hearing to consider an ordinance levying

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

assessments on property within the Major Improvement Area of the District (the “Assessments”); authorizing and directing the City Secretary of the City to file the proposed assessment roll for the Major Improvement Area of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the Major Improvement Area of the District (the “Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on April 12, 2023, the City Secretary filed the Major Improvement Area Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 24, 2023 in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City’s extraterritorial jurisdiction in which the District is located or in which the Major Improvement Area Projects (as defined herein) are located; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, on May 9 2023, the City Council opened and convened the hearing and the City Council recessed such public hearing until June 13, 2023; and

WHEREAS, the City Council reconvened the Levy and Assessment Hearing first opened on June 13, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan) (the “Major Improvement Area Projects”), the purposes of the Assessments, the special benefits of the Major Improvement Area Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Major Improvement Area Assessment Roll and the Cross Creek Meadows Public Improvement District Service and Assessment Plan, dated June 13, 2023, in a form substantially similar to the attached **Exhibit A** (as updated, the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Major Improvement Assessment Roll attached thereto as Appendix G (the “Major Improvement Area Assessment Roll”); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation

of the Actual Costs of the Major Improvement Area Projects (as described in the Service and Assessment Plan), the Major Improvement Area Assessment Roll, or the levy of the Assessments against the Major Improvement Area Assessed Property; and

WHEREAS, the owners (the “Landowners”), or their representatives, of the majority of the privately-owned and taxable property located within the Major Improvement Area of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Major Improvement Area Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the Major Improvement Area of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Major Improvement Area Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Major Improvement Area Assessed Property will receive from the construction of the Major Improvement Area Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Major Improvement Area Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Major Improvement Area Projects to be assessed against the Major Improvement Area Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Major Improvement Area Assessed Property because of the Major Improvement Area Projects;

(d) All of the real property in the Major Improvement Area of the District which is being assessed in the amounts shown in the Major Improvement Area Assessment Roll, will be benefited by the Major Improvement Area Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Major Improvement Area Assessed Property will receive special benefits during the term of the Major Improvement Area Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Major Improvement Area Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Major Improvement Area Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Major Improvement Area Assessment Roll should be approved as the assessment roll for the Major Improvement Area Assessed Property within the Major Improvement Area of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the Major Improvement Area of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Major Improvement Area Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the Major Improvement Area of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Major Improvement Area Projects.

(a) The City Council hereby levies an assessment on each parcel of Major Improvement Area Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Major Improvement Area Assessment Roll, in the respective amounts shown on the Major Improvement Area Assessment Roll, as a special assessment on the properties set forth in the Major Improvement Area Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Major Improvement Area Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Major Improvement Area Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Major Improvement Area Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Major Improvement Area Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Major Improvement Area Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) **Appointment of Administrator.**

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) **Appointment of Collector.**

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Major Improvement Area Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the

application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

PASSED AND ADOPTED, this the 13th day of June, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by
Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

June 13, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On April 11, 2023 the City Council of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2023-__R approving and authorizing the creation of the Cross Creek Meadows Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district, which was located within the corporate limits of the City at the time it was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Cross Creek Meadows Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

B. DEFINITIONS

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

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

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

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

“Additional Interest Component” means the amount collected by application of the Additional Interest.

“Additional Interest Reserve” has the meaning set forth in Section V.G of this Service and Assessment Plan.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in Section IV.A of this Service and Assessment Plan.

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

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

“Assessment Ordinance” means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Improvement Area #1 Assessment Roll, the Major Improvement Area Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

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

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Collin County, Texas.

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

“Developer” means, Taylor Morrison of Texas, Inc., and any of its successors or assigns developing lands within the PID.

“Development Agreement” means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City CCD – Coit Land, LLC, effective August 17, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

“Future Improvement Area(s)” means Improvement Areas that are fully developed after Improvement Area #1 and the Major Improvement Area BTR Property, as such areas are generally depicted and described in Appendix A.

“Future Improvement Area Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

“Future Improvement Area Improvements” means those Authorized Improvements associated with any Future Improvement Area(s).

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

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

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

“Improvement Area #1” means the initial Improvement Area to be developed and generally shown in Appendix A as Phase #1 and Phase #2, as specifically depicted and described as the sum of all Parcels shown in Appendix H and further described in Appendix C-3.

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

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

“Improvement Area #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Assessments” mean the Assessments levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Bonds” mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) that are secured primarily by Improvement Area #1 Assessment Revenues. The term Improvement Area #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Improvement Area #1 Projects currently being constructed pursuant to the Improvement Area #1 Reimbursement Agreement and which, if issued, will also be secured by the Improvement Area #1 Assessment Revenues.

“Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit Improvement Area #1, which are described in Section III.C.

“Improvement Area #1 Maximum Assessment Per Equivalent Unit” means for Improvement Area #1, an Assessment per unit related to the Improvement Area #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot) - \$46,068.52
 Lot Type 2 (55 Ft Lot) - \$41,922.36
 Lot Type 3 (40 Ft Lot) - \$27,641.11

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

“Improvement Area #1 Reimbursement Agreement” means that certain Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement dated May 9, 2023 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Improvement Area #1 Projects and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

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

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

“Major Improvement Area” means the property within the PID, excluding Improvement Area #1, which is to be developed subsequent to Improvement Area #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the PID other than (i) Non-Benefited Property, and (ii) Parcels within Improvement Area #1.

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

“Major Improvement Area Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance

with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Assessments” mean the Assessments levied on the Major Improvement Area as shown on the Major Improvement Area Assessment Roll.

“Major Improvement Area Bonds” mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project) that are secured primarily by Major Improvement Area Assessment Revenues.

“Major Improvement Area BTR Property” means the property in the Major Improvement Area to be developed as build to rent (BTR) units as generally shown in Appendix A as Build to Rent and further described as a 24.976 acre tract in Appendix C-2. The Major Improvement Area BTR Property will be assessed exclusively for its proportional share of the Major Improvements, as described in Section V.C. The Budgeted Costs of any direct Authorized Improvement which only benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property.

“Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit” means for the Major Improvement Area BTR Property, an Assessment per unit related to the Major Improvement Area BTR Property’s share of the Major Improvement Area Projects for each applicable Lot Type as follows:

Lot Type 4 (BTR Lot) - \$7,963.31

“Major Improvement Area Projects” mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B.

“Major Improvements” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Maximum Assessment Per Equivalent Unit” means, as applicable, the Improvement Area #1 Maximum Assessment Per Equivalent Unit, the Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit, or any other Maximum Assessment Per Equivalent Unit in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted

to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.F.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

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

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

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

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

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

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 245.241 acres of land. A map of the property within the PID is shown on Appendix A and further described in Appendix C-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 823 single family residential units and 266 build to rent (BTR) units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	191	Units
Single-Family - 55 Ft	385	Units
Single-Family - 40 Ft	247	Units
BTR	266	Units
Total	1,089	Units

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 153.038 acres and is projected to consist of 550 single family residential units, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A and further described in Appendix C-3.

The property within Improvement Area #1 is proposed to be developed as shown in Table II-B.

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Single-Family – 60 Ft	138	Units
Single-Family - 55 Ft	229	Units
Single-Family - 40 Ft	183	Units
Total	550	Units

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C. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA (MAJOR IMPROVEMENT AREA BTR PROPERTY AND FUTURE IMPROVEMENT AREAS)

The Major Improvement Area consists of approximately 92.22 acres and is projected to consist of approximately 273 single family residential units and 266 build to rent (BTR) units, as further described in Section III. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C-2.

The property within the Major Improvement Area is proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	53	Units
Single-Family - 55 Ft	156	Units
Single-Family - 40 Ft	64	Units
BTR	266	Units
Total	539	Units

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or related reimbursement agreements may be executed for each new Improvement Area. In connection with the issuance of each new Future Improvement Area Bond and/or each related reimbursement agreement, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area as shown for Improvement Area #1 in Section II.B. A map of the projected property within the Future Improvement Area is shown in Appendix A. The Future Improvement Area is shown for illustrative purposes only and is subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Improvement Area is developed.

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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

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

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

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

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

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

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

A description of the Major Improvements are as follows:

Roadway Improvements

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

Water Improvements

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

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, and storm water detention facilities which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-A
Budgeted Costs – Major Improvements

Authorized Improvements	Total Major Improvement Costs	Improvement Area #1 Allocated Amount¹	Major Improvement Area Allocated Amount¹
Roadway improvements	\$3,174,400	\$1,754,862	\$1,419,538
Water improvements	\$2,000,145	\$1,105,714	\$894,431
Sanitary sewer improvements	\$1,763,987	\$975,162	\$788,825
Storm drainage improvements	\$1,489,957	\$823,673	\$666,284
Other soft and miscellaneous costs	\$1,869,650	\$1,033,574	\$836,076
Total Authorized Improvements	\$10,298,139	\$5,692,985	\$4,605,154

Note: Costs provided by KFM Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Major Improvements amount does not change.

¹Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

C. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #1 IMPROVEMENTS

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

Roadway Improvements

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

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

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

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-B
Budgeted Costs – Improvement Area #1 Projects

Authorized Improvements	Improvement Area #1's Proportional Share of Major Improvements¹	Improvement Area #1 Improvements	Total Improvement Area #1 Projects²
Roadway improvements	\$1,754,862	\$7,115,252	\$8,870,114
Water improvements	\$1,105,714	\$2,365,216	\$3,470,930
Sanitary sewer improvements	\$975,162	\$1,972,944	\$2,948,105
Storm drainage improvements	\$823,673	\$3,530,159	\$4,353,832
Other soft and miscellaneous costs	\$1,033,574	\$749,179	\$1,782,753
Total Authorized Improvements	\$5,692,985	\$15,732,749	\$21,425,734

¹ See Table III-A. Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

² Costs provided by KFM Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Projects amount does not change.

D. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued and/or related reimbursement agreements are executed, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-C will be added to show the costs

for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that construction of the Major Improvement Area Projects will be completed in the second quarter of 2023. Construction of the Improvement Area #1 Projects benefitting Phase #1 of Improvement Area #1 is complete, and it is anticipated that the construction of the Improvement Area #1 Projects benefitting Phase #2 of Improvement Area #1 will be completed in the third quarter of 2024. At some point after all or a portion of the Major Improvement Area Projects and Improvement Area #1 Projects are constructed, development in Future Improvement Areas will begin, with each Future Improvement Area to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Budgeted Costs for Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Major Improvement Area is \$5,762,000 as shown in Table IV-A. The Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are \$24,790,006 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The Budgeted Costs of any direct Authorized Improvement which only benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property.

As Future Improvement Areas are developed in connection with the issuance of Future Improvement Area Bonds and/or execution of a related reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-C will be amended to show the sources and uses for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed, etc.).

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The Major Improvement Area Bonds shown in Table IV-A are being issued in 2023 and will be used to finance the Budgeted Costs of the Major Improvement Area Projects.

Table IV-A
Projected Sources and Uses – Major Improvement Area

Sources of Funds	Major Improvement Area Bonds
Par amount	\$5,762,000
Total Sources	\$5,762,000
Uses of Funds	
Major Improvement Area Projects¹:	
Road improvements	\$1,419,538
Water improvements	\$894,431
Sanitary sewer improvements	\$788,825
Storm drainage improvements	\$666,284
Other soft and miscellaneous costs	\$836,076
<i>Subtotal</i>	<i>\$4,605,154</i>
<u>Bond Issuance Costs:</u>	
Cost of issuance	\$345,805
Capitalized interest	\$104,436
Reserve fund	\$483,745
Administrative Expenses	\$50,000
Underwriters discount	\$172,860
<i>Subtotal</i>	<i>\$1,156,846</i>
Total Uses	\$5,762,000

¹See Table III-A for details.

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The Improvement Area #1 Bonds shown in Table IV-B are being issued in 2023 and will be used to finance a portion of the costs of the Improvement Area #1 Projects. The City and the Developer are entering into the Improvement Area #1 Reimbursement Agreement in 2023 to finance a portion of the Budgeted Costs of the Improvement Area #1 Projects, as shown in Table IV-B.

Table IV-B
Projected Sources and Uses – Improvement Area #1

Sources of Funds	Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Agreement	Total
Improvement Area #1 Bonds	\$17,966,000	\$0	\$17,966,000
Improvement Area #1 Reimbursement Agreement	\$0	\$3,050,000	\$3,050,000
Other funding sources ¹	\$0	\$3,774,006	\$3,774,006
Total Sources	\$17,966,000	\$6,824,006	\$24,790,006
Uses of Funds			
<u>Major Improvements²:</u>			
Road improvements	\$1,195,946	\$558,916	\$1,754,862
Water improvements	\$753,549	\$352,165	\$1,105,714
Sanitary sewer improvements	\$664,577	\$310,585	\$975,162
Storm drainage improvements	\$561,337	\$262,337	\$823,673
Other soft and miscellaneous costs	\$704,385	\$329,189	\$1,033,574
<i>Subtotal</i>	<i>\$3,879,793</i>	<i>\$1,813,192</i>	<i>\$5,692,985</i>
<u>Improvement Area #1 Improvements³:</u>			
Road improvements	\$4,849,074	\$2,266,178	\$7,115,252
Water improvements	\$1,611,904	\$753,311	\$2,365,216
Sanitary sewer improvements	\$1,344,569	\$628,374	\$1,972,944
Storm drainage improvements	\$2,405,818	\$1,124,341	\$3,530,159
Other soft and miscellaneous costs	\$510,568	\$238,610	\$749,179
<i>Subtotal</i>	<i>\$10,721,934</i>	<i>\$5,010,815</i>	<i>\$15,732,749</i>
<u>Bond Issuance Costs:</u>			
Cost of issuance	\$1,077,960	\$0	\$1,077,960
Capitalized interest	\$291,948	\$0	\$291,948
Reserve fund	\$1,415,385	\$0	\$1,415,385
Administrative Expenses	\$40,000	\$0	\$40,000
Underwriters discount	\$538,980	\$0	\$538,980
<i>Subtotal</i>	<i>\$3,364,273</i>	<i>\$0</i>	<i>\$3,364,273</i>
Total Uses	\$17,966,000	\$6,824,006	\$24,790,006

¹The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City. Any Actual Costs of Authorized Improvements incurred prior to Bond closing are not required to be deposited and are therefore deducted from any Developer deposit requirement. This deducted amount shall be submitted to the City for full review and approval by the City prior to submitting the first Certification for Payment payable from the project fund.

²See Table III-A for details.

³See Table III-B for details.

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or a reimbursement agreement may be executed to finance the Authorized Improvements required for each new Future Improvement Area.

B. PROJECTED FIVE YEAR SERVICE PLAN

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness
Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Major Improvement Area Annual Installments
2023 ¹	\$5,762,000	\$5,762,000	\$0	\$0
2024	\$0	\$0	\$0	\$563,555
2025	\$0	\$0	\$0	\$563,460
2026	\$0	\$0	\$0	\$563,075
2027	\$0	\$0	\$0	\$562,402
2028	\$0	\$0	\$0	\$562,439
2029	\$0	\$0	\$0	\$562,111
Total	\$5,762,000	\$5,762,000	\$0	\$3,377,042

¹Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds, and interest on the Major Improvement Area Bonds for year 2023 is being funded with capitalized interest.

The annual projected costs shown in Table IV-C are the annual expenditures relating to Major Improvement Area's proportional share of Major Improvements, referred to as the Major Improvement Area Projects, shown in Table III-A, and the costs associated with setting up the PID allocable to the Major Improvement Area and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #1

Year	Annual Projected Cost	Annual Projected Indebtedness ¹	Other Funding Sources ²	Projected Improvement Area #1 Annual Installments
2023 ³	\$24,790,006	\$21,016,000	\$3,774,006	\$0
2024	\$0	\$0	\$0	\$1,762,926
2025	\$0	\$0	\$0	\$1,717,907
2026	\$0	\$0	\$0	\$1,718,179
2027	\$0	\$0	\$0	\$1,716,314
2028	\$0	\$0	\$0	\$1,716,369
2029	\$0	\$0	\$0	\$1,716,147
Total	\$24,790,006	\$21,016,000	\$3,774,006	\$10,347,842

¹Includes amounts to be paid from Improvement Area #1 Assessments related to both the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City.

³Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds, and interest on the Improvement Area #1 Bonds for year 2023 is being funded with capitalized interest. Interest for the amounts anticipated to be paid pursuant to the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID allocable to Improvement Area #1 and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

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

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds and the Major Improvement Area Bonds being issued in 2023, subsequent financings may be issued over the upcoming decade as the Future Improvement Areas of the development are gradually constructed.

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

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The costs of the Major Improvement Area Projects and the Improvement Area #1 Projects shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The costs of the Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property, based on the ratio of Equivalent Units for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.
3. The Major Improvement Area Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Major Improvement Area Assessed Property based on the total estimated Equivalent Units for each Parcel.

4. The Improvement Area #1 Projects costs are allocated to each Parcel within the Improvement Area #1 Assessed Property based on the total estimated Equivalent Units for each Parcel within Improvement Area #1.
5. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
6. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.
7. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

Table V-A provides the estimated allocation of the Budgeted Costs of the Major Improvements between the Major Improvement Area and Improvement Area #1. Table V-B provides the estimated allocation of the Budgeted Costs of the Major Improvement Area Projects between the Major Improvement Area BTR Property and Future Improvement Areas.

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

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvement Area Projects and the

Improvement Area #1 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvement Area Projects and the Improvement Area #1 Projects to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

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

B. SPECIAL BENEFIT

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

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

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

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

Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

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

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement to Improvement Area #1 and the Major Improvement Area. Table V-B summarizes the allocation of the Actual Costs of the Major Improvement Area Projects to the Major Improvement Area BTR Property and Future Improvement Areas. The Budgeted Costs shown in Table V-A and Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 550 single family residential units, and the Major Improvement Area is projected to contain 273 single family residential units and 266 build to rent units. As shown in Appendix F, the total projected Equivalent Units for Improvement Area #1 is calculated as 456.19, and the total projected Equivalent Units for the Major Improvement Area is calculated as 369.02. The total projected Equivalent Units in the PID is, therefore, calculated to be 825.21 (i.e., $456.19 + 369.02 = 825.21$). As a result, 55.28 percent of the Budgeted Costs of the Major Improvements (i.e. $456.19 \div 825.21 = 55.28\%$) are allocated to the Improvement Area #1 Assessed Property, and 44.72 percent of the Budgeted Costs of the Major Improvements (i.e., $369.02 \div 825.21 = 44.72\%$) are allocated to the Major Improvement Area Assessed Property. One hundred percent (100%) of the Improvement Area #1 Improvements are allocated to the Improvement Area #1 Assessed Property. The Budgeted Costs of any direct Authorized Improvement which only benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property. The Major Improvement Area Bonds will fund the Budgeted Costs of the Major Improvement Area Projects. The Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement will fund the Budgeted Costs of the Improvement Area #1 Projects.

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Table V-A
Allocation of the Budgeted Costs of the Major Improvements

Authorized Improvement	Total
Road improvements	\$3,174,400
Water improvements	\$2,000,145
Offsite sanitary sewer improvements	\$1,763,987
Storm drainage improvements	\$1,489,957
Other soft and miscellaneous costs	\$1,869,650
Total Major Improvements¹	\$10,298,139
Improvement Area #1	
Projected total number of Equivalent Units	456.19
% of total Equivalent Units	55.28%
Proportionate Share of Costs	\$5,692,985
Major Improvement Area	
Projected total number of Equivalent Units	369.02
% of total Equivalent Units	44.72%
Proportionate Share of Costs	\$4,605,154

¹See Table III-A for details.

The Major Improvement Area BTR Property is projected to contain 266 build to rent units, and the Future Improvement Areas are projected to contain 273 single family residential units. As shown in Appendix F, the total projected Equivalent units for Major Improvement Area BTR Property is calculated as 135.66, and the total projected Equivalent Units for the Future Improvement Areas is calculated as 233.36. The total projected Equivalent Units in the Future Improvement Area is, therefore, calculated to be 369.02 (i.e., $135.66 + 233.36 = 369.02$). As a result, 36.76 percent of the Budgeted Costs of the Major Improvement Area Projects (i.e., $135.66 \div 369.02 = 36.76\%$) are allocated to the Major Improvement Area BTR Assessed Property, and 63.24 percent of the Budgeted Costs of the Major Improvement Area Projects (i.e., $233.36 \div 369.02 = 63.24\%$) are allocated to the Future Improvement Areas. Table V-B summarizes the allocation of the Actual Costs of the Major Improvement Area Projects to the Major Improvement Area BTR Property and Future Improvement Areas. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

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Table V-B
Allocation of the Budgeted Costs of the Major Improvement Area Projects

Authorized Improvement	Total
Road improvements	\$1,419,538
Water improvements	\$894,431
Offsite sanitary sewer improvements	\$788,825
Storm drainage improvements	\$666,284
Other soft and miscellaneous costs	\$836,076
Total Major Improvement Area Projects¹	\$4,605,154
Major Improvement Area BTR Property	
Projected total number of Equivalent Units	135.66
% of total Equivalent Units	36.76%
Proportionate Share of Costs	\$1,692,958
Future Improvement Areas	
Projected total number of Equivalent Units	233.36
% of total Equivalent Units	63.24%
Proportionate Share of Costs	\$2,912,197

¹See Table III-A for details.

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Major Improvement Area Assessment across the Parcels within the Major Improvement Area Assessed Property based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Major Improvement Area Assessed Property of the Major Improvement Area Projects is at least equal to the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Major Improvement Area Assessments will be apportioned proportionately among each Parcel based on the ratio of the

estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

2. *Assessment Methodology for the Improvement Area #1 Projects*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects to be financed with the Improvement Area #1 Bonds and by the Developer under the Improvement Area #1 Reimbursement Agreement shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel within Improvement Area #1, the Improvement Area #1 Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Improvement Area #1 Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

3. *Assessment Methodology for Future Improvement Areas*

When any given Future Improvement Areas are developed, and Future Improvement Area Bonds for that Future Improvement Area are to be issued and/or a related reimbursement agreement is executed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Future Improvement Area.

E. ASSESSMENTS

The Assessments are being levied on each Parcel of Assessed Property within the Major Improvement Area and Improvement Area #1 according to the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll, attached hereto as Appendix G and Appendix H, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Major Improvement Area Assessment Roll and Improvement Area #1 Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

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

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the applicable Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

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

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

The Annual Installments shall be collected from the Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest or any other funds applicable to the Parcel.

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

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

The Annual Installments shall be collected from the Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Bonds, (ii) principal and interest on the Improvement Area #1 Reimbursement Agreement, (iii) to fund the Additional Interest Reserve described in Section V (with respect to the portion of the assessment securing the Improvement Area #1 Bonds), and (iv) to pay Administrative Expenses related to Improvement Area #1. The Annual Installment for each Parcel in Improvement Area #1 Assessed Property shall be calculated by taking into consideration any available capitalized interest or any other funds applicable to the Parcel.

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

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Improvement Areas (e.g., an appendix will be added as the Assessment Roll for Improvement Area #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

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

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

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

2. Consolidation

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

E. MANDATORY PREPAYMENT OF ASSESSMENTS

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

2. If at any time the Assessment per Equivalent Unit on a Parcel exceeds the applicable Maximum Assessment Per Equivalent Unit (including the Improvement Area #1 Maximum Assessment Per Equivalent Unit with respect to the Improvement Area #1 Assessed Property and the Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit with respect to the Major Improvement Area BTR Property within the Major Improvement Area Assessed Property) calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Improvement Area #1 Maximum Assessment Per Equivalent Unit or Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit, as applicable, calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce

the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve (if applicable). Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with an interest rate of not more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 7.25% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Major Improvement Area Bonds may not exceed the amounts shown on the Major Improvement Area Assessment Roll. The Major Improvement Area Assessment Roll is shown as Appendix G.

Improvement Area #1

Each Assessment for the Improvement Area #1 Assessed Property shall be paid with an interest rate of not more than the actual interest paid on the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement, respectively. Interest on the Improvement Area #1 Bonds is based on an interest rate of 6.50% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Interest on the Improvement Area #1 Reimbursement Agreement shall be paid based on an interest rate of 5.81% per annum for years 1 through 5 and 5.81% per annum following the fifth Annual Installment. The interest on the Improvement Area #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during the previous thirty days prior to the levy of Assessments was 3.81%. The City has determined that the Improvement Area #1 Reimbursement Agreement shall bear interest at the interest rate of 5.81% per annum for years 1 through 5 and 5.81% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.81% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.81%. Furthermore, the Annual Installments related to the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement for the Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is shown as Appendix H.

Reduction of Assessments

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds, Major Improvement Area Bonds, and/or Improvement Area #1 Reimbursement Agreement, as applicable, and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be

produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 Bonds, the Improvement Area #1 Reimbursement Agreement, and the Major Improvement Area Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds).

I. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, and all outstanding payment requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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J. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Improvement Area #1 Bonds remain after all of the Improvement Area #1 Projects are constructed and accepted by the City, and all outstanding requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

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

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the \$5,762,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$5,762,000, which is less than or equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is \$5,762,000 plus annual Administrative Expenses. The Assessment for the Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Projects ¹	\$4,605,154
<u>PID Formation/Bond Costs of Issuance:</u>	
Cost of issuance	\$345,805
Capitalized interest	\$104,436
Reserve fund	\$483,745
Administrative Expense	\$50,000
Underwriters discount	\$172,860
<i>Subtotal</i>	\$1,156,846
Total Special Benefit	\$5,762,000
<u>Special Benefit:</u>	
Total Special Benefit	\$5,762,000
Projected Special Assessment	\$5,762,000
Excess Benefit	\$0

¹See Table III-A for details.

B. IMPROVEMENT AREA #1 ASSESSMENT ROLL

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

The Improvement Area #1 Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-B summarizes the \$24,790,006 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, and the costs of the PID formation and the Improvement Area #1 Bond issuance costs applicable to Improvement Area #1. The par amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement for the Improvement Area #1 Projects is \$21,016,000, which is less than or equal to the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is \$21,016,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #1 Projects ¹	\$21,425,734
<u>PID Formation/Bond Costs of Issuance:</u>	
Cost of issuance	\$1,077,960
Capitalized interest	\$291,948
Reserve fund	\$1,415,385
Administrative Expense	\$40,000
Underwriter's discount	\$538,980
<i>Subtotal</i>	\$3,364,273
Total Special Benefit	\$24,790,006
<u>Special Benefit:</u>	
Total Special Benefit	\$24,790,006
Projected Assessment	\$21,016,000
Excess Benefit	\$3,774,006

¹See Table III-B for details.

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C. FUTURE IMPROVEMENT AREAS ASSESSMENT ROLLS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds and/or approval of a reimbursement agreement. This update shall reflect the actual interest on the Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

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

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

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

E. SEVERABILITY

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

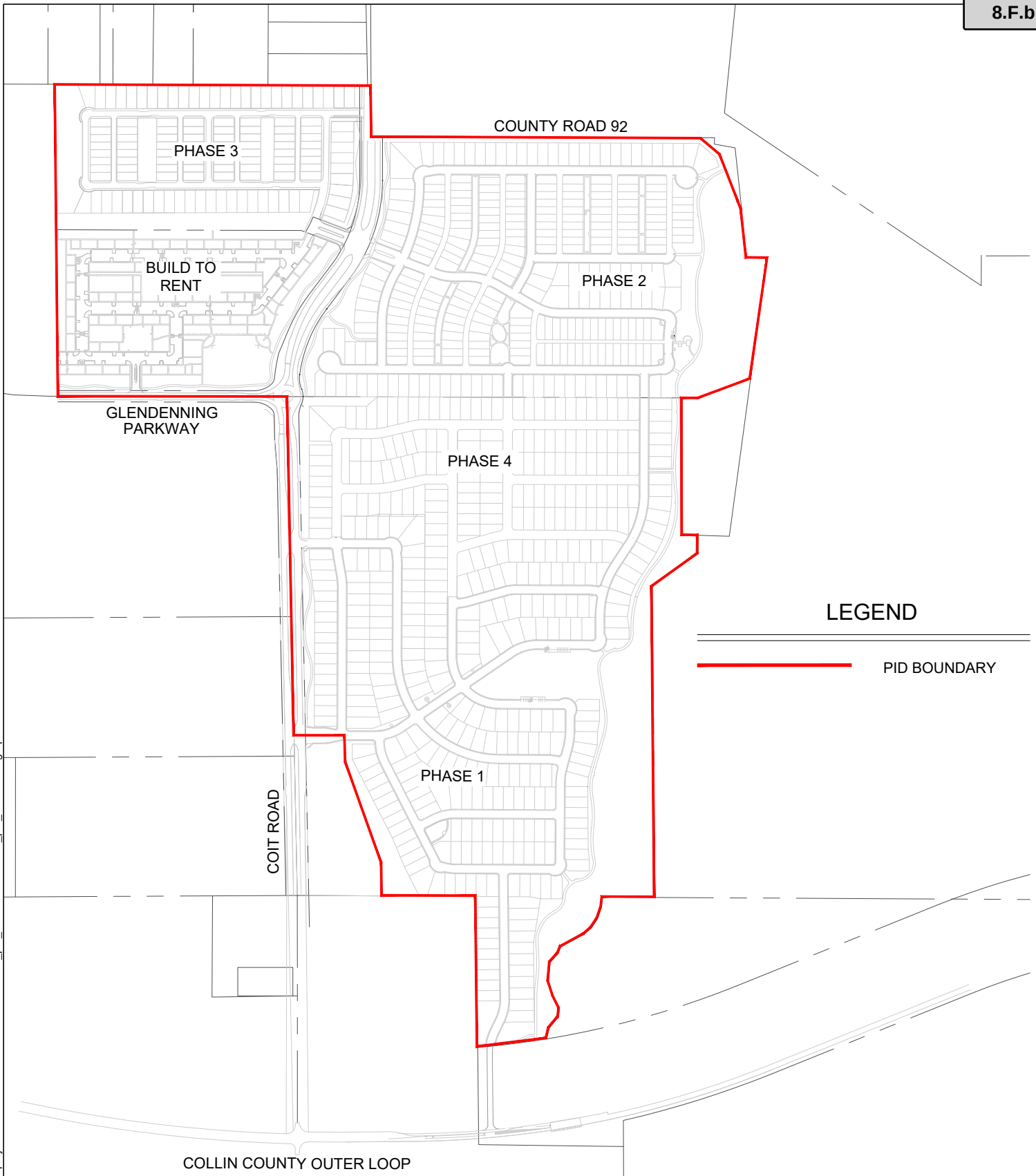
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the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

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APPENDIX A
PID MAP

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

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Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

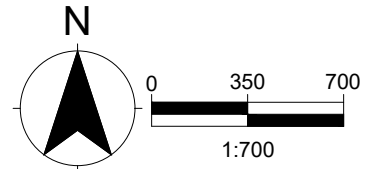
PID BOUNDARY PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



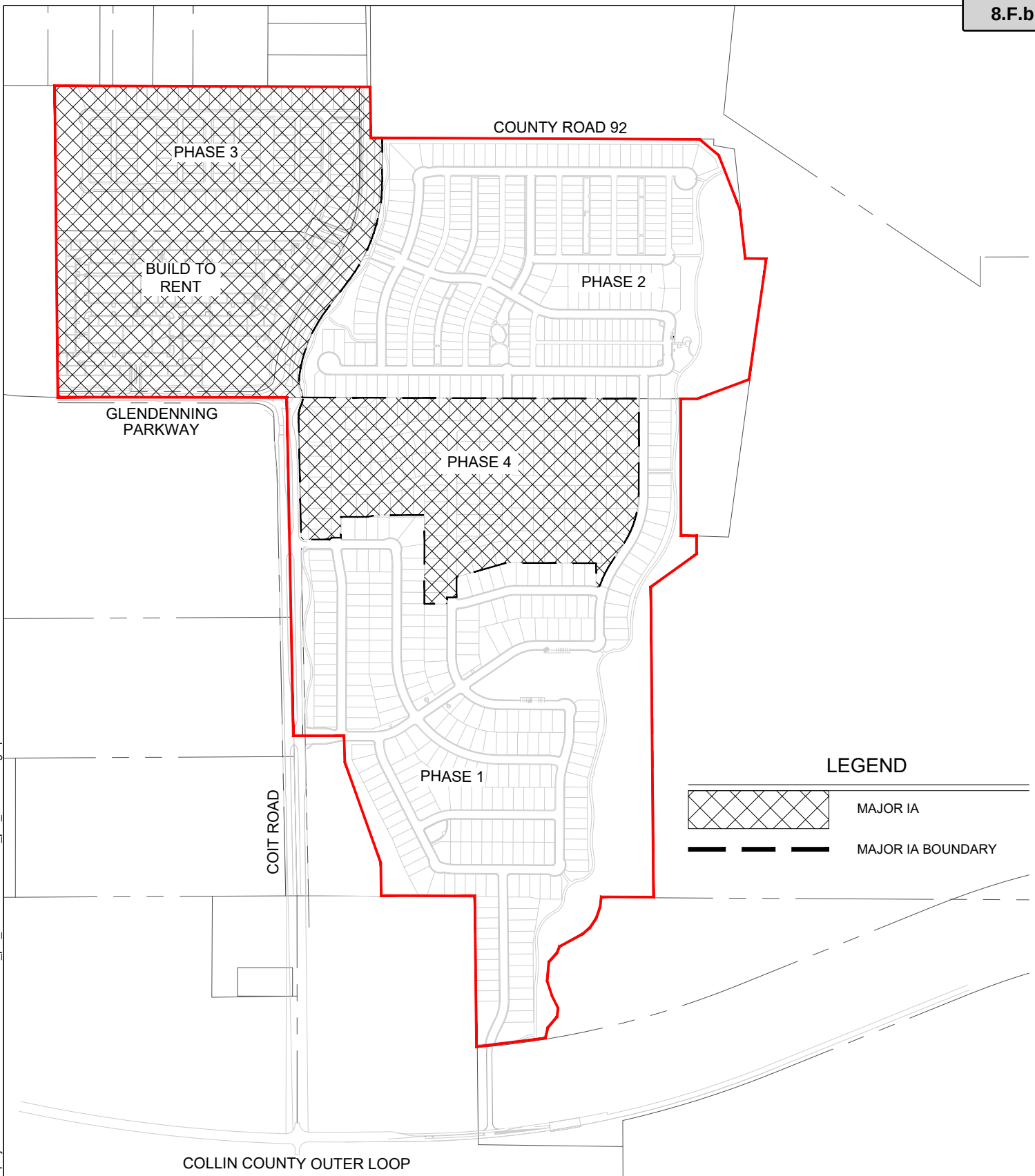
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 461

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Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

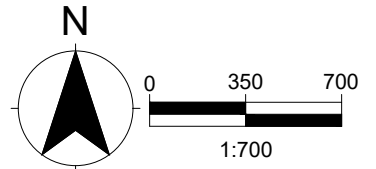
MAJOR IA BOUNDARY PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



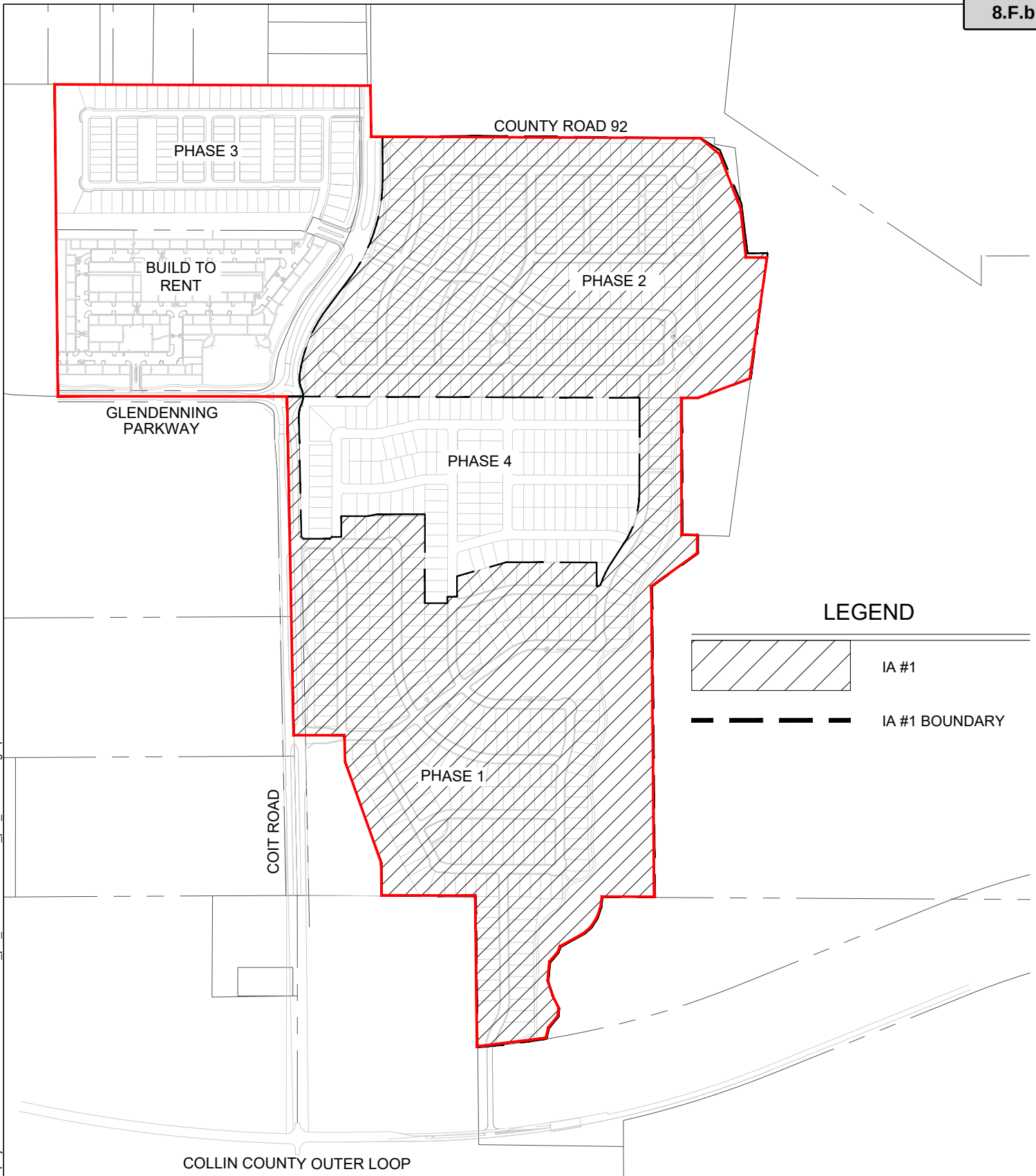
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0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 462

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Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

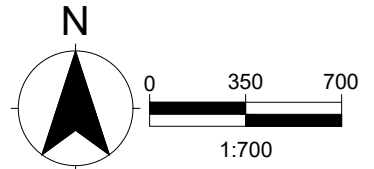
IA #1 BOUNDARY PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

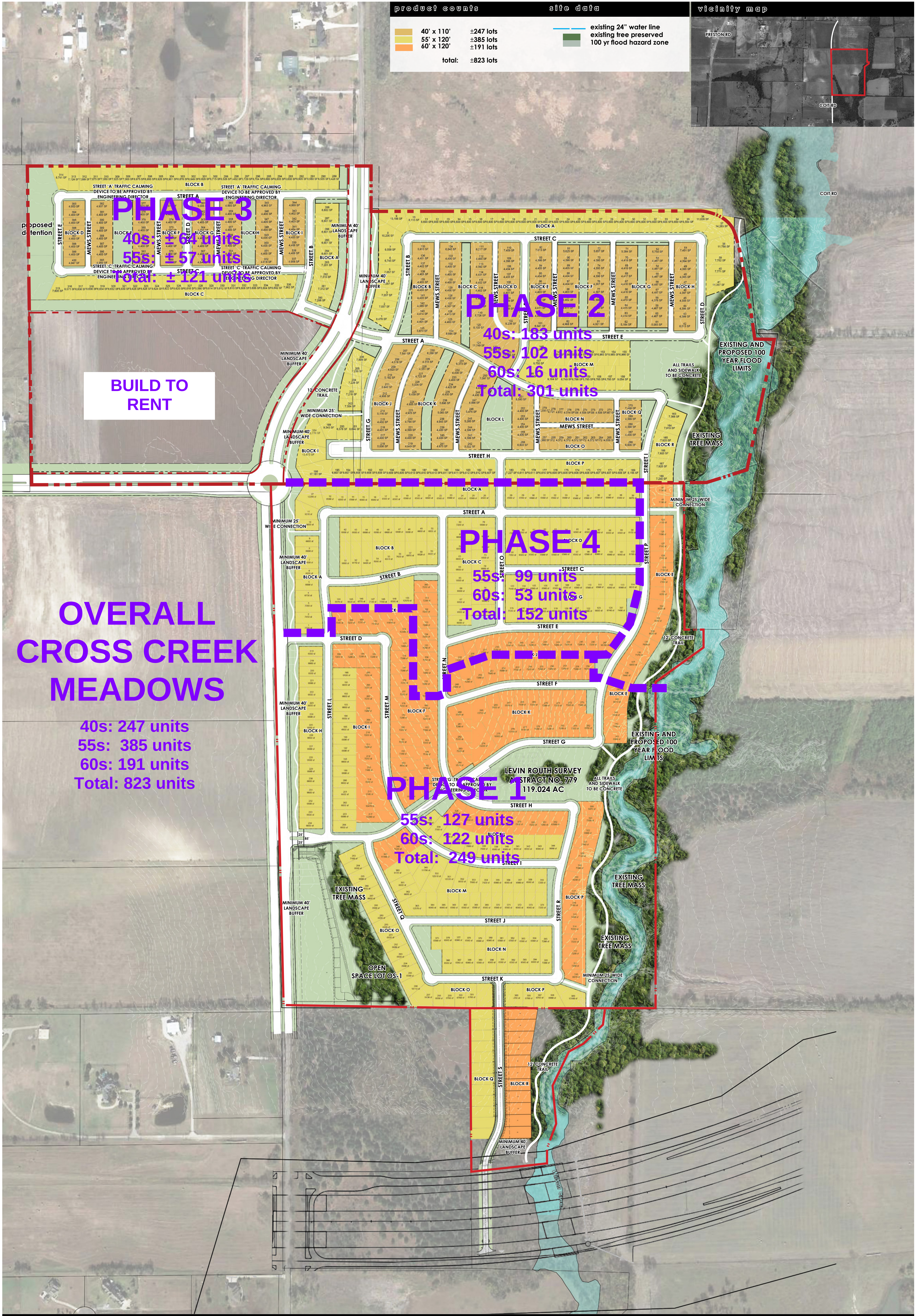


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 463



APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Project Name: Cross Creek Meadows

Client Name: Taylor Morrison

City: Celina, TX

County: Collin

Date: January 17, 2023

Project Number: 01.0073.002

PROJECT	PRIVATE TOTAL	PID TOTAL	TOTAL
PHASE 1 SINGLE FAMILY	\$1,530,947.44	\$6,797,982.06	\$8,328,929.50
PHASE 2 SINGLE FAMILY	\$1,755,786.50	\$8,934,766.76	\$10,690,553.25
PHASE 3 SINGLE FAMILY		\$3,756,097.26	\$3,756,097.26
PHASE 4 SINGLE FAMILY		\$3,811,178.68	\$3,811,178.68
MAJOR IMPROVEMENTS		\$10,298,139.44	\$10,298,139.44
TOTAL PID COST	\$3,286,733.94	\$33,598,164.20	\$36,884,898.14

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Project Name: Cross Creek Meadows Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.001

Water System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
8" P.V.C. WATER LINE	LF		11,250	\$52.85	\$0.00	\$594,562.50
18" P.V.C. WATER LINE	LF		515	\$260.70	\$0.00	\$134,260.50
8" GATE VALVE & BOX	EA		35	\$1,811.73	\$0.00	\$63,410.55
18" GATE VALVE & BOX	EA		4	\$19,093.22	\$0.00	\$76,372.88
24" GATE VALVE & BOX	EA		2	\$32,534.66	\$0.00	\$65,069.32
1" SINGLE WATER SERVICE	EA	252		\$1,058.81	\$266,820.12	\$0.00
1" IRRIGATION SERVICE	EA		5	\$1,232.88	\$0.00	\$6,164.40
2" IRRIGATION SERVICE	EA		5	\$1,892.72	\$0.00	\$9,463.60
24" X 8" CUT-IN TEE CONNECTION	EA		2	\$11,340.63	\$0.00	\$22,681.26
FIRE HYDRANT ASSEMBLY	EA		32	\$5,507.61	\$0.00	\$176,243.52
2" POST HYDRANT	EA		2	\$7,114.50	\$0.00	\$14,229.00
2000 PSI CONCRETE ENCASEMENT	LF		200	\$298.02	\$0.00	\$59,604.00
TESTING (EXCLUDING GEOTECH.)	LF		11,765	\$1.35	\$0.00	\$15,882.75
TRENCH SAFETY	LF		11,765	\$0.24	\$0.00	\$2,823.60
TOTAL					\$266,820.12	\$1,240,767.88
SUB-TOTAL						\$1,507,588.00

Note: Water lines include all fittings

Wastewater System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
6" P.V.C. PIPE (0'-10' DEEP)	LF		0			\$0.00
8" SDR 35 PIPE (0'-10' DEEP)	LF		6,169	\$36.74	\$0.00	\$226,649.06
8" SDR 26 PIPE (15'-20' DEEP)	LF		1,139	\$51.66	\$0.00	\$58,840.74
CONCRETE ENCASEMENT	LF		320	\$52.72	\$0.00	\$16,870.40
4' DIA. WW MANHOLE	EA		30	\$8,302.43	\$0.00	\$249,072.90
5' DIA. MANHOLE	EA		3	\$12,797.88	\$0.00	\$38,393.64
5' DIA. DROP MANHOLE	EA		3	\$30,249.01	\$0.00	\$90,747.03
4" SERVICE LINES	EA	251		\$978.62	\$245,633.62	\$0.00
6" SERVICE LINES	EA	1		\$1,942.30	\$1,942.30	\$0.00
DROP CONNECTION LINE WW-A @STA.1+59.23	EA		1	\$1,495.50	\$0.00	\$1,495.50
TESTING (EXCLUDING GEOTECH.)	LF		7,308	\$1.67	\$0.00	\$12,204.36
TRENCH SAFETY	LF		7,308	\$0.65	\$0.00	\$4,750.20
TOTAL					\$247,575.92	\$699,023.88
SUB-TOTAL						\$946,599.74

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.001

Storm Drain System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
18" R.C.P.	LF		1,773	\$54.83	\$0.00	\$97,213.51
24" R.C.P.	LF		2,509	\$71.93	\$0.00	\$180,472.31
30" R.C.P.	LF		999	\$92.28	\$0.00	\$92,187.72
36" R.C.P.	LF		554	\$125.97	\$0.00	\$69,787.38
42" R.C.P.	LF		675	\$166.21	\$0.00	\$112,191.72
48" R.C.P.	LF		450	\$203.04	\$0.00	\$91,368.00
72" R.C.P.	LF		445	\$434.74	\$0.00	\$193,459.30
10' CURB INLET	EA		46	\$4,950.00	\$0.00	\$227,700.00
4'X4' STORM DRAIN MANHOLE	EA		5	\$4,180.00	\$0.00	\$20,900.00
4'X4' STORM DRAIN MANHOLE W/ DEBRIS SEPARATOR	EA		6	\$5,912.50	\$0.00	\$35,475.00
5'X5' STORM DRAIN MANHOLE	EA		2	\$4,950.00	\$0.00	\$9,900.00
5'X5' STORM DRAIN MANHOLE W/ DEBRIS SEPARATOR	EA		1	\$6,820.00	\$0.00	\$6,820.00
3' x 3' "Y" INLET	EA		1	\$4,015.00	\$0.00	\$4,015.00
30" SLOPED HEADWALL	EA		2	\$7,243.50	\$0.00	\$14,487.00
30" HEADWALL W/ FLARED WINGWALLS	EA		2	\$5,170.00	\$0.00	\$10,340.00
36" SLOPED HEADWALL	EA		1	\$7,700.00	\$0.00	\$7,700.00
48" SLOPED HEADWALL	EA		1	\$8,635.00	\$0.00	\$8,635.00
PARALLEL HEADWALL	EA		2	\$101,832.50	\$0.00	\$203,665.00
FLEXAMAT AT OUTFALL	SY		905	\$123.62	\$0.00	\$111,876.10
GABION MATTRESS	SY		400	\$165.00	\$0.00	\$66,000.00
TESTING & TV INSPECTION	LF		7,405	\$1.65	\$0.00	\$12,218.25
TRENCH SAFETY	LF		7,405	\$0.35	\$0.00	\$2,591.75
TOTAL					\$0.00	\$1,579,003.21
SUB-TOTAL						\$1,579,003.21

Earthwork Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CLEARING AND GRUBBING	AC	74	13	\$1,287.00	\$95,173.65	\$16,795.30
MASS GRADING	CY	126,225	22,275	\$2.71	\$342,069.75	\$60,365.25
ROUGH LOT GRADING	EA	251		\$225.00	\$56,475.00	\$0.00
FINAL LOT GRADING	EA	251		\$150.00	\$37,650.00	\$0.00
3' MOISTURE CONDITIONING	EA	251		\$1,525.00	\$382,775.00	\$0.00
6 MIL POLY ON MOISTURE CONDITIONED PADS	EA	251		\$408.00	\$102,408.00	\$0.00
PROCESS WET UTILITY SPOILS	CY		32,000	\$3.35	\$0.00	\$107,200.00
TOTAL					\$1,016,551.40	\$184,360.61
SUB-TOTAL						\$1,200,912.00

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.001

Erosion Control Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CONSTRUCTION ENTRANCE	EA		1	\$2,100.00	\$0.00	\$2,100.00
Z-PANEL INLET PROTECTION	EA		49	\$155.00	\$0.00	\$7,595.00
ROCK CHECK DAM	LF		150	\$30.00	\$0.00	\$4,500.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF		5,000	\$1.75	\$0.00	\$8,750.00
TREE PROTECTION- ORANGE SAFETY FENCE	LF		3,800	\$1.40	\$0.00	\$5,320.00
8' CURLEX AT BACK OF CURB & SWALE FRONTS	LOT		25,625	\$1.40	\$0.00	\$35,875.00
E&S MAINTENANCE	EA		251	\$75.00	\$0.00	\$18,825.00
SEED AND HARROW	AC		40	\$310.00	\$0.00	\$12,400.00
TOTAL					\$0.00	\$95,365.00
SUB-TOTAL						\$95,365.00

Roadway & Paving Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
7" REINFORCED CONCRETE STREET PVMT.	SY		38,170	\$44.83	\$0.00	\$1,711,161.10
LIME MAT'L (37#/SY)	TN		799	\$179.58	\$0.00	\$135,403.32
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY		43,171	\$2.95	\$0.00	\$120,236.10
DEVELOPER SIDEWALK (4" THICK)	SF		60,650	\$6.19	\$0.00	\$375,423.50
PAVEMENT HEADER	LF		87	\$10.55	\$0.00	\$917.85
BARRIER FREE RAMPS	EA		43	\$1,889.78	\$0.00	\$81,260.54
STAMPED & STAINED CROSSWALK	SF		840	\$31.74	\$0.00	\$26,661.60
REMOVE EX. CONCRETE CURB & GUTTER	LF		95	\$13.08	\$0.00	\$1,242.60
STREET BARRICADE	EA		3	\$874.50	\$0.00	\$2,623.50
TRAFFIC HANDLING	LS		1	\$6,500.00	\$0.00	\$6,500.00
HANDICAP SPACE MARKINGS/WHEEL STOP/SIGN	LS		1	\$3,000.00	\$0.00	\$3,000.00
STOP SIGN W/ 2 STREET NAME BLADES	EA		17	\$1,512.50	\$0.00	\$25,712.50
STREET LIGHT	EA		26	\$6,000.00	\$0.00	\$156,000.00
STRIPING - 4" STRIPE	LF		670	\$1.65	\$0.00	\$1,105.50
MAINTENANCE BOND	LS		1	\$28,500.00	\$0.00	\$28,500.00
TOTAL					\$0.00	\$2,675,748.10
SUB-TOTAL						\$2,675,748.10

SUMMARY

SUM OF PID CONSTRUCTION COSTS		\$6,474,268.60
SOFT COSTS ¹	5%	\$323,713.40
SUM OF PRIVATE CONSTRUCTION COSTS		\$1,530,947.40
TOTAL CONSTRUCTION COST		\$8,328,929.50

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: CROSS CREEK MEADOWS PH2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003

Water System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
8" P.V.C. WATER LINE (W FITTINGS)	LF		12,690	\$59.10	-	\$749,979.0
8" GATE VALVE & BOX	EA		44	\$2,699.75	-	\$118,789.0
1" SINGLE WATER SERVICE	EA	301		\$968.88	\$291,632.88	
1" IRRIGATION SERVICE	EA		2	\$2,157.39	-	\$4,314.7
1.5" IRRIGATION SERVICE	EA		1	\$2,091.15	-	\$2,091.1
2" IRRIGATION SERVICE	EA		4	\$2,377.15	-	\$9,508.6
REMOVE PLUG CONN. TO EX. 8" WL	EA		3	\$500.00	-	\$1,500.0
FIRE HYDRANT ASSEMBLY	EA		30	\$6,990.43	-	\$209,712.9
TESTING (EXCLUDING GEOTECH)	LF		12690	\$2.00	-	\$25,380.0
TRENCH SAFETY	LF		12690	\$0.25	-	\$3,172.5
TOTAL					\$291,632.88	\$1,124,447.9
SUB-TOTAL						\$1,416,080.8

Wastewater System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
8" SDR 35 PIPE (0'-12' DEEP)	LF		7,880	\$62.00	-	\$488,560.0
8" SDR 26 PIPE (12'-20' DEEP)	LF		2,760	\$81.00	-	\$223,560.0
15" SDR 35 PIPE (0'-10' DEEP)	LF		1,150	\$100.00	-	\$115,000.0
2000 PSI CONCRETE ENCASEMENT	LF		418	\$60.00	-	\$25,080.0
4' DIA. MANHOLE	EA		51	\$7,139.41	-	\$364,109.9
5' DIA. MANHOLE	EA		1	\$9,187.31	-	\$9,187.3
ADDITIONAL MH DEPTH (>8')	VF		160	\$100.00	-	\$16,000.0
4" SERVICE LINES	EA	301		\$1,105.07	\$332,626.07	
TESTING (EXCLUDING GEOTECH.)	LF		11,790	\$2.50	-	\$29,475.0
TRENCH SAFETY	LF		11,790	\$0.25	-	\$2,947.5
MAINTENANCE BOND	LS	1		\$62,000.00	\$62,000.00	
TOTAL					\$394,626.07	\$1,273,919.7
SUB-TOTAL						\$1,668,545.7

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: CROSS CREEK MEADOWS PH2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003

Storm Drain System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
18" R.C.P.	LF		2,373	\$87.60	-	\$207,874.8
24" R.C.P.	LF		1,841	\$104.10	-	\$191,648.1
30" R.C.P.	LF		1,610	\$123.40	-	\$198,674.0
36" R.C.P.	LF		1,356	\$152.20	-	\$206,383.2
42" R.C.P.	LF		832	\$189.50	-	\$157,664.0
48" R.C.P.	LF		863	\$221.00	-	\$190,723.0
60" R.C.P.	LF		170	\$340.90	-	\$57,953.0
3'X2' RCB	LF		54	\$236.10	-	\$12,749.4
4'X4' RCB	LF		211	\$320.80	-	\$67,688.8
2'X2' GRATE INLET	EA		3	\$4,200.00	-	\$12,600.0
4'X4' GRATE INLET	EA		5	\$7,950.00	-	\$39,750.0
10' CURB INLET	EA		37	\$6,400.00	-	\$236,800.0
4'X4' STORM DRAIN MANHOLE	EA		13	\$7,000.00	-	\$91,000.0
5'X5' STORM DRAIN MANHOLE	EA		7	\$8,000.00	-	\$56,000.0
6'X10' DEBRIS SEPARATOR	EA		4	\$39,900.00	-	\$159,600.0
30" SLOPED HEADWALL	EA		1	\$5,500.00	-	\$5,500.0
48" SLOPED HEADWALL	EA		2	\$6,600.00	-	\$13,200.0
60" SLOPED HEADWALL	EA		1	\$7,300.00	-	\$7,300.0
FLEXAMAT AT OUTFALL	SY		90	\$170.00	-	\$15,300.0
TESTING & TV INSPECTION	LF		9,099	\$2.25	-	\$20,472.7
TRENCH SAFETY	LF		9,099	\$0.25	-	\$2,274.7
TOTAL					\$0.00	\$1,951,155.8
SUB-TOTAL						\$1,951,155.8

Earthwork Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CLEARING AND GRUBBING	AC	47	11	\$700.00	\$32,886.00	\$7,714.0
UNCLASSIFIED EXCAVATION	CY	51,912	12,177	\$3.85	\$199,861.55	\$46,881.1
MOISTURE CONDITION PAD - 3' BELOW FP	EA	301		\$1,775.00	\$534,275.00	
INSTALL 6-MIL POLY	EA	301		\$565.00	\$170,065.00	
ROUGH LOT BENCHING	EA	301		\$130.00	\$39,130.00	
FINAL LOT BENCHING	EA	301		\$310.00	\$93,310.00	
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY		20,000	\$4.25	-	\$85,000.0
TOTAL					\$1,069,527.55	\$139,595.1
SUB-TOTAL						\$1,209,122.6

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: CROSS CREEK MEADOWS PH2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003

Erosion Control Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CONSTRUCTION ENTRANCE	EA		1	\$2,200.00	-	\$2,200.0
INLET PROTECTION	EA		49	\$155.00	-	\$7,595.0
ROCK FILTER DAM	LF		155	\$30.00	-	\$4,650.0
SILT FENCE	LF		7,735	\$1.80	-	\$13,923.0
TREE PROTECTION	LF		1,910	\$1.45	-	\$2,769.5
CURLEX AT BACK OF CURB	LF		33,900	\$1.45	-	\$49,155.0
E&S MAINTENANCE	LT		301	\$75.00	-	\$22,575.0
SEED AND HARROW	AC		38	\$310.00	-	\$11,780.0
TOTAL					\$0.00	\$114,647.5
SUB-TOTAL						\$114,647.5

Roadway & Paving Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
7" REINFORCED CONCRETE STREET PVMT.	SY		42,050	\$56.65	-	\$2,382,132.5
6" LIME-STABILIZED SUBGRADE	SY		47,824	\$3.61	-	\$172,644.6
HYDRATED LIME (36 LB/SY)	TN		861	\$236.88	-	\$203,953.6
DEVELOPER SIDEWALK (4" THICK)	SF		117,550	\$7.62	-	\$895,731.0
PAVEMENT HEADER	LF		28	\$12.20	-	\$341.6
BARRIER FREE RAMPS	EA		55	\$2,323.98	-	\$127,818.9
STAMPED & STAINED CROSSWALK	SF		900	\$22.31	-	\$20,079.0
CONNECT TO EXISTING STREET HEADER	LF		88	\$15.05	-	\$1,324.4
STREET BARRICADE	EA		1	\$1,002.40	-	\$1,002.4
TRAFFIC HANDLING	LS		1	\$5,000.00	-	\$5,000.0
PARKING/ HANDICAP STRIPING	LS		1	\$2,750.00	-	\$2,750.0
STOP SIGN W/ 2 STREET NAME BLADES	EA		8	\$1,540.00	-	\$12,320.0
STREET SIGN W/ 2 STREET NAME BLADES	EA		20	\$1,288.00	-	\$25,760.0
7" TRAFFIC CIRCLE (STAMPED AND COLORED)	SF		255	\$30.50	-	\$7,777.5
6" MEDIAN NOSE PVMT (STAMPED AND COLORED)	SF		120	\$57.50	-	\$6,900.0
MAINTENANCE BOND	LS		1	\$40,000.00	-	\$40,000.0
TOTAL					\$0.00	\$3,905,535.6
SUB-TOTAL						\$3,905,535.6

SUMMARY

SUM OF PID CONSTRUCTION COSTS		\$8,509,301.6
SOFT COSTS ¹	5%	\$425,465.0
SUM OF PRIVATE CONSTRUCTION COSTS		\$1,755,786.5
TOTAL CONSTRUCTION COST		\$10,690,553.2

¹ Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Project Name: Cross Creek Meadows Phase 3

Client Name: Taylor Morrison

City: Celina, TX

County: Collin

Date: January 17, 2023

Project Number:

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE (W FITTINGS)	LF	5,500	\$59.10	\$325,050.00
8" GATE VALVE & BOX	EA	20	\$2,699.75	\$53,995.00
FIRE HYDRANT ASSEMBLY	EA	10	\$6,990.43	\$69,904.30
24" X 8" CUT-IN TEE CONNECTION	EA	1	\$11,340.00	\$11,340.00
CONNECT TO EX. 8" WL	EA	1	\$500.00	\$500.00
TESTING (EXCLUDING GEOTECH.)	LF	5,500	\$2.00	\$11,000.00
TRENCH SAFETY	LF	5,500	\$0.25	\$1,375.00
SUB-TOTAL				\$473,164.30

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 PIPE (0'-12' DEEP)	LF	4,500	\$62.00	\$279,000.00
4' DIA. MANHOLE	EA	16	\$7,139.41	\$114,230.56
2000 PSI CONCRETE ENCASEMENT	LF	240	\$60.00	\$14,400.00
TESTING (EXCLUDING GEOTECH.)	LF	4,500	\$2.50	\$11,250.00
TRENCH SAFETY	LF	4,500	\$0.25	\$1,125.00
SUB-TOTAL				\$420,005.56

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	300	\$87.60	\$26,280.00
24" R.C.P.	LF	1,400	\$104.10	\$145,740.00
30" R.C.P.	LF	750	\$123.40	\$92,550.00
36" R.C.P.	LF	700	\$152.20	\$106,540.00
10' CURB INLET	EA	16	\$6,400.00	\$102,400.00
4'X4' STORM DRAIN MANHOLE	EA	6	\$7,000.00	\$42,000.00
6'X10' DEBRIS SEPARATOR	EA	2	\$39,900.00	\$79,800.00
4' x 4' "Y" INLET	EA	2	\$7,950.00	\$15,900.00
36" SLOPED HEADWALL	EA	2	\$6,000.00	\$12,000.00
FLEXAMAT AT OUTFALL	SY	60	\$170.00	\$10,200.00
DETENTION POND	ACRE	1.75	\$80,000.00	\$140,000.00
TESTING (EXCLUDING GEOTECH)	LF	3,150	\$2.25	\$7,087.50
TRENCH SAFETY	LF	3,150	\$0.25	\$787.50
SUB-TOTAL				\$781,285.00

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 3

Client Name: Taylor Morrison

City: Celina, TX

County: Collin

Date: January 17, 2023

Project Number:

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	AC	5.5	\$700.00	\$3,850.00
UNCLASSIFIED EXCAVATION	CY	17,747	\$3.85	\$68,324.65
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY	8,000	\$4.25	\$34,000.00
SUB-TOTAL				\$106,174.65

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00
INLET PROTECTION	EA	16	\$175.00	\$2,800.00
ROCK CHECK DAM	EA	2	\$150.00	\$300.00
SILT FENCE	LF	2,300	\$1.35	\$3,105.00
REVEGETATE	SF	240,000	\$0.02	\$4,800.00
SUB-TOTAL				\$13,005.00

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	SUB-TOTAL	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	16,790	\$56.65	\$951,153.55
6" LIME-STABILIZED SUBGRADE	SY	18,133	\$3.61	\$65,460.83
HYDRATED LIME	TN	326	\$236.88	\$77,317.68
DEVELOPER SIDEWALK (4" THICK)	SF	32,700	\$7.62	\$249,174.00
BARRIER FREE RAMPS	EA	20	\$2,323.98	\$46,479.60
STOP SIGN W/ 2 STREET NAME BLADES	EA	6	\$1,540.00	\$9,240.00
STREET SIGN W/ 2 STREET NAME BLADES	EA	10	\$1,288.00	\$12,880.00
TRAFFIC HANDLING	LS	1	\$5,000.00	\$5,000.00
SUB-TOTAL				\$1,416,705.66

SUMMARY

SUM OF CONSTRUCTION COSTS		\$3,210,339.55
SOFT COSTS ¹	5%	\$160,516.98
CONTINGENCY	12%	\$385,240.71
TOTAL CONSTRUCTION COST		\$3,756,097.24

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 4
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number:

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE (W FITTINGS)	LF	5,900	\$59.10	\$348,690.00
8" GATE VALVE & BOX	EA	16	\$2,699.75	\$43,196.00
FIRE HYDRANT ASSEMBLY	EA	8	\$6,990.43	\$55,923.44
CONNECT TO EX. 8" WL	EA	5	\$500.00	\$2,500.00
TESTING (EXCLUDING GEOTECH)	LF	5,900	\$2.00	\$11,800.00
TRENCH SAFETY	LF	5,900	\$0.25	\$1,475.00
SUB-TOTAL				\$463,584.44

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 PIPE (0'-12' DEEP)	LF	5,600	\$62.00	\$347,200.00
4' DIA. MANHOLE	EA	15	\$7,139.41	\$107,091.15
2000 PSI CONCRETE ENCASEMENT	LF	160	\$60.00	\$9,600.00
TESTING (EXCLUDING GEOTECH.)	LF	5,600	\$2.00	\$11,200.00
TRENCH SAFETY	LF	5,600	\$0.25	\$1,400.00
SUB-TOTAL				\$476,491.15

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	2,000	\$87.60	\$175,200.00
24" R.C.P.	LF	1,050	\$104.10	\$109,305.00
36" R.C.P.	LF	980	\$152.20	\$149,156.00
10' CURB INLET	EA	30	\$6,400.00	\$192,000.00
4'X4' STORM DRAIN MANHOLE	EA	6	\$7,000.00	\$42,000.00
TESTING & TV INSPECTION	LF	4,030	\$2.25	\$9,067.50
TRENCH SAFETY	LF	4,030	\$2.00	\$8,060.00
SUB-TOTAL				\$684,788.50

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 4
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number:

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	ACRE	7.0	\$700.00	\$4,900.00
UNCLASSIFIED EXCAVATION	CY	28,233	\$3.85	\$108,698.30
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY	10,000	\$4.25	\$42,500.00
SUB-TOTAL				\$156,098.30

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00
INLET PROTECTION	EA	30	\$175.00	\$5,250.00
SILT FENCE	LF	3,200	\$1.35	\$4,320.00
REVEGETATE	SF	54,800	\$0.02	\$1,096.00
SUB-TOTAL				\$12,666.00

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	19,600	\$56.65	\$1,110,340.00
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	21,168	\$3.61	\$76,416.48
HYDRATED LIME	TN	381	\$236.88	\$90,256.90
CONNECT TO EXISTING STREET HEADER	LF	145	\$15.05	\$2,182.25
DEVELOPER SIDEWALK (4" THICK)	SF	14,500	\$7.62	\$110,490.00
BARRIER FREE RAMPS	EA	22	\$2,323.98	\$51,127.50
STOP SIGN W/ 2 STREET NAME BLADES	EA	10	\$1,540.00	\$15,400.00
STREET SIGN W/ 2 STREET NAME BLADES	EA	2	\$1,288.00	\$2,576.00
TRAFFIC HANDLING	LS	1	\$5,000.00	\$5,000.00
SUB-TOTAL				\$1,463,789.20

SUMMARY

SUM OF CONSTRUCTION COSTS		\$3,257,417.60
SOFT COSTS ¹	5%	\$162,870.80
CONTINGENCY	12%	\$390,890.10
TOTAL CONSTRUCTION COST		\$3,811,178.60

¹ Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

Project Name: Coit Rd & Glendenning Pkwy Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.002

Water System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
24" PVC WATERLINE	LF	3,000	\$340.00	\$1,020,000.00
8" PVC WATERLINE	LF	140	\$180.00	\$25,200.00
12" STEEL ENCASEMENT	LF	102	\$255.00	\$26,010.00
36" STEEL ENCASEMENT	LF	286	\$410.00	\$117,260.00
CUT AND RESTORE	SY	50	\$175.00	\$8,750.00
24" BUTTERFLY VALVE	EA	11	\$27,000.00	\$297,000.00
8" GATE VALVE	EA	2	\$4,500.00	\$9,000.00
FIRE HYDRANT WITH 6" GATE VALVE	EA	8	\$12,000.00	\$96,000.00
2" AIR VALVE	EA	5	\$15,000.00	\$75,000.00
24" WET CONNECTION	EA	2	\$13,000.00	\$26,000.00
REMOVE 24" WATERLINE	LF	1,953	\$25.00	\$48,825.00
REMOVE AND SALVAGE HYDRANT	EA	4	\$2,500.00	\$10,000.00
RELOCATE HYDRANT	EA	1	\$10,000.00	\$10,000.00
SUB-TOTAL				\$1,769,045.00

Wastewater System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
15" PVC SEWER	LF	1,431	\$140.00	\$200,340.00
CUT AND RESTORE	SY	12	\$175.00	\$2,100.00
24" STEEL ENCASEMENT	LF	184	\$380.00	\$69,920.00
CONNECT TO EX. WW MH	EA	1	\$2,994.38	\$2,994.38
60" MANHOLE	EA	7	\$15,000.00	\$105,000.00
SUB-TOTAL				\$380,354.38

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRENCH SAFETY	LF	4,582	\$1.00	\$4,582.00
REMOVE PIPE	LF	114	\$50.00	\$5,700.00
18" CLASS III RCP	LF	832	\$160.00	\$133,120.00
24" CLASS III RCP	LF	572	\$110.00	\$62,920.00
30" CLASS III RCP	LF	1012	\$125.00	\$126,500.00
36" CLASS III RCP	LF	1,600	\$150.00	\$240,000.00
4'X2' RCB	LF	260	\$250.00	\$65,000.00

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

6'X3' RCB	LF	306	\$410.00	\$125,460.00
12" GABION MATTRESS	SF	260	\$30.00	\$7,800.00
WINGWALL (FW-0)(HW=3FT)	EA	2	\$22,500.00	\$45,000.00
WINGWALL (PW-20)(HW=5FT)	EA	2	\$15,000.00	\$30,000.00
48" MANHOLE	EA	10	\$6,500.00	\$65,000.00
60" MANHOLE	EA	5	\$7,500.00	\$37,500.00
15' CURB INLET	EA	13	\$7,500.00	\$97,500.00
20' CURB INLET	EA	1	\$9,000.00	\$9,000.00
SUB-TOTAL				\$1,055,082.00

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
REMOVE EXIST ASPHALT PAVEMENT	SY	13,562	\$3.00	\$40,686.00
TOPSOIL (4")	SY	18,406	\$1.00	\$18,406.00
EXCAVATION	CY	4,500	\$10.00	\$45,000.00
EMBANKMENT	CY	15,614	\$16.00	\$249,824.00
SUB-TOTAL				\$353,916.00

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	\$2,200.00	\$4,400.00
Z-PANEL INLET PROTECTION	EA	14	\$155.00	\$2,170.00
ROCK CHECK DAM	LF	30	\$30.00	\$900.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF	13,100	\$1.80	\$23,580.00
E&S MAINTENANCE	EA	1	\$8,150.00	\$8,150.00
SEED AND HARROW	AC	5	\$310.00	\$1,550.00
SUB-TOTAL				\$40,750.00

Roadway & Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ASPHALT TANSITION WITH 8" FLEXBASE	SY	1,105	\$85.00	\$93,925.00
6" CONCRETE PAVEMENT	SY	514	\$80.00	\$41,120.00
9" REINFORCED CONCRETE PAVEMENT	SY	4,652	\$70.00	\$325,640.00
10" REINFORCED CONCRETE PAVEMENT	SY	15,223	\$76.00	\$1,156,948.00
8" LIME TREATED SUBGRADE	SY	17,471	\$6.00	\$104,826.00
6" LIME TREATED SUBGRADE	SY	5280	\$5.00	\$26,400.00
HYDRATED LIME	TON	491	\$220.00	\$108,020.00
MOISTURE BARRIER	SY	6,365	\$5.00	\$31,825.00
13" COLORED TEXTURED TRUCK APRON	SY	364	\$250.00	\$91,000.00

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

10' TRAIL	SF	3,790	\$7.00	\$26,530.00
5' BIKE RAMP	EA	2	\$3,500.00	\$7,000.00
STREET HEADER	LF	150	\$20.00	\$3,000.00
CONNECT TO EXIST ASPHALT	LF	175	\$50.00	\$8,750.00
REMOVE AND RELOCATE SIGNS	EA	5	\$500.00	\$2,500.00
SIGNS	EA	21	\$500.00	\$10,500.00
DEAD END BARRICADE	LF	45	\$45.00	\$2,025.00
PAVEMENT MARKING	LS	1	\$25,500.00	\$25,500.00
SUB-TOTAL				\$2,065,509.00

Project Name: Coit Rd & Glendenning Pkwy Phase 2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number:

Water System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
24" PVC WATERLINE	LF	400	\$340.00	\$136,000.00
8" PVC WATERLINE	LF	20	\$180.00	\$3,600.00
24" BUTTERFLY VALVE	EA	1	\$27,000.00	\$27,000.00
8" GATE VALVE	EA	1	\$4,500.00	\$4,500.00
FIRE HYDRANT WITH 6" GATE VALVE	EA	1	\$12,000.00	\$12,000.00
2" AIR VALVE	EA	1	\$15,000.00	\$15,000.00
24" WET CONNECTION	EA	1	\$13,000.00	\$13,000.00
RELOCATE HYDRANT	EA	2	\$10,000.00	\$20,000.00
SUB-TOTAL				\$231,100.00

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRENCH SAFETY	LF	580	\$1.00	\$580.00
REMOVE PIPE	LF	114	\$50.00	\$5,700.00
18" CLASS III RCP	LF	120	\$160.00	\$19,200.00
24" CLASS III RCP	LF	200	\$110.00	\$22,000.00
4X2 RCBC	LF	260	\$250.00	\$65,000.00
12" GABION MATTRESS	SF	120	\$30.00	\$3,600.00
WINGWALL (PW-20) (HW=5FT)	EA	2	\$15,000.00	\$30,000.00
4'X4' STORM DRAIN MANHOLE	EA	2	\$6,500.00	\$13,000.00
15' CURB INLET	EA	4	\$7,500.00	\$30,000.00
SUB-TOTAL				\$189,080.00

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
REMOVE EXIST ASPHALT PAVEMENT	SY	4,600	\$3.00	\$13,800.00
TOPSOIL (4")	SY	5,060	\$1.00	\$5,060.00
EXCAVATION	CY	9,200	\$10.00	\$92,000.00
EMBANKMENT	CY	9,200	\$16.00	\$147,200.00
SUB-TOTAL				\$258,060.00

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	\$2,200.00	\$4,400.00
Z-PANEL INLET PROTECTION	EA	4	\$155.00	\$620.00
ROCK CHECK DAM	LF	2	\$30.00	\$60.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF	1,650	\$1.80	\$2,970.00
E&S MAINTENANCE	EA	1	\$8,150.00	\$8,150.00
SEED AND HARROW	AC	5	\$310.00	\$1,550.00
SUB-TOTAL				\$17,750.00

Roadway & Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
10" REINFORCED CONCRETE PAVEMENT	SY	4,767	\$76.00	\$362,266.67
8" LIME TREATED SUBGRADE	SY	5,243	\$6.00	\$31,460.00
HYDRATED LIME	TON	94	\$220.00	\$20,763.60
CONNECT TO EXISTING STREET HEADER	LF	58	\$50.00	\$2,900.00
REMOVE AND RELOCATE SIGNS	EA	4	\$500.00	\$2,000.00
SIGNS	EA	10	\$500.00	\$5,000.00
DEAD END BARRICADE	LF	45	\$45.00	\$2,025.00
PAVEMENT MARKING	LS	1	\$12,000.00	\$12,000.00
SUB-TOTAL				\$438,415.27

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

Project Name: Build to Rent/Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003/.002/.001

Detention Pond Cost

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
6' CONCRETE PILOT CHANNEL	SY	280	\$79.00	\$22,120.00
DETENTION POND OUTFALL STRUCTURE	EA	1	\$59,675.00	\$59,675.00
RETAINING WALL	FF	4,960	\$25.00	\$124,000.00
DETENTION OUTFALL JUNCTION BOX	EA	1	\$40,000.00	\$40,000.00
SUB-TOTAL				\$245,795.00

Wastewater System Cost

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR26 P.V.C. SEWER LINE	LF	2,350	\$81.00	\$190,363.77
4' DIA. MANHOLE (PHASE 1)	EA	1	\$8,302.43	\$8,302.43
5' DIA. MANHOLE (PHASE 1)	EA	30	\$12,797.88	\$383,936.40
5' DIA. MANHOLE (PHASE 2)	EA	5	\$9,187.31	\$45,936.55
5' DIA. MANHOLE (BTR)	EA	9	\$17,936.84	\$161,431.56
15" SDR 35 PIPE (0'-10' DEEP)	LF	3,913	\$74.55	\$291,714.15
STEEL ENCASEMENT	LF	410	\$210.62	\$86,354.20
15" SDR 26 PIPE (15'-20' DEEP)	LF	1,607	\$126.19	\$202,787.33
TESTING (EXCLUDING GEOTECH.)	LF	5,520	\$1.67	\$9,218.40
TRENCH SAFETY	LF	5,520	\$0.65	\$3,588.00
SUB-TOTAL				\$1,383,632.79

SUMMARY

SUBTOTAL CONSTRUCTION COST	\$8,428,489.44
SOFT COSTS ¹	\$1,869,650.00
TOTAL IMPROVEMENTS	\$10,298,139.44

¹ Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.



PUBLIC IMPROVEMENT DISTRICT ENGINEER'S REPORT

CROSS CREEK MEADOWS

City of Celina, TX

prepared for:
Taylor Morrison

prepared by:
KFM Engineering & Design
TBPE #: F-20821
David Pitcher, P.E.

March 2023

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

A. INTRODUCTION

Cross Creek Meadows is a proposed residential development consisting of 823 single-family units and a 266-unit multifamily development on approximately 245 acres of land. This development is generally located north of the Collin County Outer Loop at the intersection of Coit Road and Glendenning Parkway in the City of Celina, Collin County, Texas. The development will include an amenity center, walking trails, open space areas, and detention ponds that serve the site as well as public amenities. Cross Creek Meadows is to be constructed in four phases and is anticipated to take 4-5 years to complete full buildout. Improvement Area No. 1 consists of Phase 1 and Phase 2.

The BTR development is located at the northwest corner of Glendenning Parkway and Coit Road. This development is served with water, wastewater, drainage, and access by the proposed Major Improvements in Glendenning Parkway and Coit Road. The BTR development does not receive any benefit from any of the direct improvements, and is part of the Major Improvement area.

This report includes the supporting documentation for the formation of the PID and the issuance of the Major Infrastructure and Improvement Area No. 1 bonds by the city. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of the development.

B. DEVELOPMENT COSTS

An Engineer's Opinion of Probable Cost has been prepared for the Master Infrastructure and Improvement Area No. 1 Improvements described above and is included as the Public Improvement District Cost Estimate. The Opinion of Probable Cost is based on contractor pricing and our reasonable professional judgement and experience and does not constitute a warranty, expressed, or implied, that the actual cost will not vary

C. DEVELOPMENT AND CONSTRUCTION SCHEDULE

1. Phase 1
 - a. Begin Construction Q1 2021
 - b. Finish Construction Q2 2022
2. Major Infrastructure
 - a. Begin Construction Q2 2021
 - b. Finish Construction Q2 2022
3. Phase 2
 - a. Begin Construction Q3 2021
 - b. Finish Construction Q3 2022
4. Build-to-Rent (Multifamily)
 - a. Begin Construction Q3 2021
 - b. Finish Construction Q3 2022
5. Phase 3
 - a. Begin Construction Q4 2023
 - b. Finish Construction Q1 2025
6. Phase 4
 - a. Begin Construction Q4 2025
 - b. Finish Construction Q1 2027

APPENDIX C-1
LEGAL DESCRIPTION – PID
(CONSISTING OF A 245.241 ACRE TRACT)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



LEGAL DESCRIPTION

Being a 245.241 acre tract or parcel of land situated in Charles P. Rice Survey, Abstract No. 771 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being all of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), all of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T., a part of a called 62.140 acre tract of land, described as Tract 2, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T., a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., a part of a called 8.37 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE North 89° 24' 36" East, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;



THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. South 89° 32' 47" East, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. South 57° 30' 33" East, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. South 21° 55' 03" East, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears North 06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. South 06° 56' 20" East, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. South 89° 54' 49" East, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. South 08° 33' 37" West, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. South 07° 30' 31" West, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;

THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. South 69° 28' 40" West, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears North 00° 03' 23" East, a distance of 1.47 feet;
2. North 89° 55' 09" West, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE South 00° 17' 13" East, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE South 88° 21' 21" East, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears South 88° 21' 21" East, a distance of 15.83 feet;



THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. South 00° 30' 04" West, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. South 54° 14' 21" West, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. South 00° 38' 08" East, a distance of 1641.53 feet to a capped iron rod found for corner in a South line of said 111.844 acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.

THENCE North 89° 47' 43" West, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;

THENCE with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:

1. South 06° 02' 26" West, a distance of 53.86 feet to a capped iron rod found for corner;
2. South 19° 07' 11" West, a distance of 64.03 feet to a capped iron rod found for corner;
3. South 33° 39' 52" East, a distance of 58.70 feet to a capped iron rod found for corner;
4. South 48° 50' 02" West, a distance of 49.50 feet to a capped iron rod found for corner;
5. South 61° 18' 45" East, a distance of 140.62 feet to a capped iron rod found for corner;
6. South 21° 47' 28" West, a distance of 37.63 feet to a capped iron rod found for corner;
7. South 41° 58' 57" West, a distance of 62.56 feet to a capped iron rod found for corner;
8. South 05° 20' 22" West, a distance of 100.51 feet to a capped iron rod found for corner;
9. South 17° 57' 34" West, a distance of 83.17 feet to a capped iron rod found for corner;
10. South 26° 30' 46" West, a distance of 72.88 feet to a capped iron rod found for corner;
11. South 06° 00' 09" West, a distance of 44.42 feet to a capped iron rod found for corner;
12. South 40° 01' 05" West, a distance of 76.01 feet to a capped iron rod found for corner;
13. South 13° 40' 20" West, a distance of 59.01 feet to a capped iron rod found for corner, in the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, O.P.R.C.C.T.;

With said right-of-way and a tangent curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04° 26' 51" and a chord which bears, South 82° 50' 06" West, a distance of 366.33 feet to a point of tangency, in the East line of a called 28.731 acre tract of land, conveyed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, O.P.R.C.C.T.;

THENCE North 00° 43' 46" W, with the East line of said 28.731 acre tract of land, a distance of 796.73 feet to a capped iron rod found for the Northeast corner of said 28.731 acre tract of land;



THENCE North 89°47'43"W, with the North line of said 28.731 acre tract of land, a distance of 495.46 feet to a capped iron rod found for corner, same being the Southeast corner of a 7.00 acre remainder of said 118.904 acre tract of land, conveyed to CCD-COIT Land, LLC, recorded in Instrument No. 20210430000881680, O.P.R.C.C.T.;

THENCE with the East line of said 7.00 acre remainder tract and the West line of said 118.904 acre tract, the following Three (3) courses:

1. North 00° 49' 50" West, a distance of 170.95 feet to a capped iron rod found for corner;
2. North 19° 53' 53" West, a distance of 572.39 feet to a capped iron rod found for corner;
3. North 00° 21' 18" West, a distance of 135.00 feet to the Northeast corner of said 7.00 acre tract;

THENCE West, with the North line of said 7.00 acre tract, a distance of 268.68 feet, from which a 1/2-inch capped iron rod stamped "RPLS 4613" found at the Northeast corner of a called 25.000 acre tract of land, conveyed to Balaji Texas Properties, LLC, recorded in Instrument No. 20160610000729930, O.P.R.C.C.T., and the common Southeast corner of a called 28.006 acre tract of land, conveyed to Celina Progressive Associates LLC, recorded in Instrument No. 20191213001588210, O.P.R.C.C.T., bears South 89° 45' 52" West, a distance of 50.00 feet;

THENCE North 01° 18' 07" West, with the West line of said 111.844 acre tract and the common East line of said 28.006 acre tract, passing a Mag nail found in the West line of said 111.844 acre tract, in the right of way of County Road 87 (Variable Width right-of-way), a distance of 629.33 feet, continuing for a total distance of 1790.41 feet to a Mag nail found at the Northwest corner of said 111.844 acre tract of land, in the common South line of said 37.695 acre tract of land, in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract, and the common East line of said 41.549 acre tract;

THENCE North 00° 41' 13" West, with the East line of said 41.585 acre tract, a distance of 1646.29 feet to the **POINT OF BEGINNING** and containing 245.241 acres and 10,682,708 sq. ft. of land, more or less.

APPENDIX C-2
LEGAL DESCRIPTION – MAJOR IMPROVEMENT AREA
(CONSISTING OF A 33.880 ACRE TRACT, A 33.364 ACRE TRACT, AND A 24.976 ACRE TRACT)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

LANDPOINT!

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;
2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;
3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;
4. North 22° 42' 33" East, a distance of 149.29 feet;
5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

LANDPOINT!

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of $08^{\circ} 56' 56''$, a radius of 740.00 feet and a chord that bears North $32^{\circ} 27' 36''$ East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North $69^{\circ} 16' 57''$ West, a distance of 236.91 feet;
2. South $89^{\circ} 46' 08''$ West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North $00^{\circ} 41' 13''$ West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.



LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;
2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;
3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;
4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;
5. South 60° 17' 09" West, a distance of 14.82 feet;
6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;
7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;
8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;
9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;
10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;
11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;
12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;
13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;
14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;



15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;
16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;
17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;
18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;
19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;
20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;
21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;
22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;
23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;
24. North 01° 18' 07" West, a distance of 634.58 feet;
25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;
26. With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

Legal Description

BEING all that certain tract of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, and being a part of a called 103.44 acre tract of land called Fifth Tract described in the deed to Albertie Malone, recorded in Volume 423, Page 402, Deed of Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for the Southwest corner of said 103.44 acre tract of land, from which a 1/4-inch iron rod found for an angle point on a tract of land called 44.25 acres in deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas, bears S00°41'13"E, a distance of 30.00 feet;

THENCE N00°41'13"W, with the West line of said 103.44 acre tract of land, same being the Easterly line of a tract of land called 41.549 acre tract of land conveyed to Joseph A. Miller, recorded in Instrument No. 20160506000552620, Official Public Records of Collin County, Texas, a distance of 842.05 feet to a capped iron rod set;

THENCE severing said 103.44 acre tract of land following Nine (9) courses:

1. N89°46'08"E, a distance of 1292.70 feet to a capped iron rod set;
2. S69°16'57"E, a distance of 236.91 feet to a capped iron rod set;
3. Along a curve to the right, having a radius of 740.00 feet, an arc length of 115.58 feet, a delta angle of 08°56'56", and a chord which bears S32°27'36"W a distance of 115.46 feet to a capped iron set for a point of tangency;
4. S36°56'04"W, a distance of 200.15 feet to a capped iron rod set for a point of curvature;
5. Along a curve to the right, having a radius of 860.00 feet, an arc length of 196.82 feet, a delta angle of 13°06'46", and a chord which bears S30°22'42"W a distance of 196.39 feet to a capped iron set for a point of tangency;
6. S22°42'33"W, a distance of 149.29 feet to a capped iron rod set for a point of curvature;
7. Along a curve to the left, having a radius of 870.00 feet, an arc length of 132.08 feet, a delta angle of 08°41'54", and a chord which bears S09°35'39"W a distance of 131.95 feet to a capped iron set for a point of curvature;
8. Along a curve to the right, having a radius of 50.00 feet, an arc length of 37.43 feet, a delta angle of 42°53'15", and a chord which bears S26°41'20"W a distance of 36.56 feet to a capped iron set for a point of curvature;

9. Along a curve to the right, having a radius of 138.00 feet, an arc length of 100.73 feet, a delta angle of $41^{\circ}49'17''$, and a chord which bears $S69^{\circ}02'35''W$ a distance of 98.51 feet to a capped iron set for a point of tangency;

THENCE $S89^{\circ}57'13''W$, along the Southerly line of said 103.44 acre tract of land, also being the Northerly line of County Road 90, a distance of 1034.60 feet to the POINT OF BEGINNING containing 24.976 acres of land, more or less.

APPENDIX C-3
LEGAL DESCRIPTION – IMPROVEMENT AREA #1
(CONSISTING OF AN 80.472 ACRE TRACT, AND A 72.566 ACRE TRACT)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



LEGAL DESCRIPTION

Being a 87.472 tract of parcel of land situated in Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, a part of a called 8.37 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, said Official Public Records, and a part of a called 7.00 acre tract of land described in the deed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a Mag Nail found for corner the northwest corner of said 111.844 acre tract, and the Northeast corner of a called 44.25 acre tract of land described in the deed to Celina Independent School District, as recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas;

THENCE S89°55'09"E, with the north line of said 111.844 acre tract, a distance of 84.82 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint set (herein referred to as capped iron rod set) for corner in the north line of said 111.844-acre tract and for the Northernmost Northeast corner of the tract being described herein, and at the beginning of a non-tangential curve to the right;

THENCE severing said 111.844-acre tract of land, the following Twenty-Five (25) courses:

1. With said non-tangential curve to the right having a radius of 96.50 feet, a delta angle of 24°21'34", an arc length of 41.03 feet, a chord bearing of S12°16'58" W, and chord distance of 40.72 feet to a capped iron rod set at the beginning of a reverse curve;
2. With said reverse curve having a radius of 150.00 feet, a delta angle of 25°45'51", an arc length of 67.45 feet, a chord bearing of S11°34'49" W, and chord distance of 66.88 feet to a capped iron rod set;
3. S01°18'07"E, a distance of 740.22 feet to a capped iron rod set for corner;
4. S45°36'38"E, a distance of 14.31 feet to a capped iron rod set for corner;
5. S89°55'09"E, a distance of 140.22 feet to a capped iron rod set for corner;
6. N45°04'51"E, a distance of 14.14 feet to a capped iron rod set for corner;
7. S89°45'52"E, a distance of 50.00 feet to a capped iron rod set for corner;
8. N00°04'51"E, a distance of 110.14 feet to a capped iron rod set for corner;
9. S89°55'09"E, a distance of 133.92 feet to a capped iron rod set for corner;
10. N80°05'21"E, a distance of 60.92 feet to a capped iron rod set for corner;
11. S89°55'09"E, a distance of 247.47 feet to a capped iron rod set for corner;
12. S00°04'51"W, a distance of 468.40 feet to a capped iron rod set for corner;
13. S89°55'09"E, a distance of 120.00 feet to a capped iron rod set for corner;



14. N00°04'50"E, a distance of 34.38 feet to a capped iron rod set for corner;
 15. S89°55'09"E, a distance of 50.00 feet to a capped iron rod set for corner;
 16. N00°04'51"E, a distance of 108.58 feet to a capped iron rod set for corner;
 17. N74°09'11"E, a distance of 272.85 feet to a capped iron rod set for corner;
 18. S89°55'09"E, a distance of 474.28 feet to a capped iron rod set for corner;
 19. S00°04'51"W, a distance of 123.96 feet to a capped iron rod set for corner and the beginning of a tangential curve to the left;
 20. Along a tangential curve to the left, having a radius of 275.00 feet, and arc length of 7.77 feet, a delta angle of 01°37'10" and a chord which bears, S79°22'23"E, a distance of 7.77 feet to a 5/8-inch iron rod with aluminum cap stamped for a point of tangency;
 21. N60°17'09"E, a distance of 14.82 feet to a capped iron rod set for corner;
 22. S70°08'36"E, a distance of 50.01 feet to a capped iron rod set for corner;
 23. S71°29'22"E, a distance of 120.00 feet to a capped iron rod set for corner;
 24. N90°00'00"E, a distance of 113.13 feet to a capped iron rod set for corner;
 25. S00°38'08"E, a distance of 1593.90 feet to a capped iron rod set for corner in a South line of said 111.844-acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.
- THENCE** N89°47'43"W, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;
- THENCE** with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:
1. S06°02'26"W, a distance of 53.86 feet to a capped iron rod set for corner;
 2. S19°07'11"W, a distance of 64.03 feet to a capped iron rod set for corner;
 3. S33°39'52"E, a distance of 58.70 feet to a capped iron rod set for corner;
 4. S48°50'02"W, a distance of 49.50 feet to a capped iron rod set for corner;
 5. S61°18'45"E, a distance of 140.62 feet to a capped iron rod set for corner;
 6. S21°47'28"W, a distance of 37.63 feet to a capped iron rod set for corner;
 7. S41°58'57"W, a distance of 62.56 feet to a capped iron rod set for corner;
 8. S05°20'22"W, a distance of 100.51 feet to a capped iron rod set for corner;
 9. S17°57'34"W, a distance of 83.17 feet to a capped iron rod set for corner;



10. S26°30'46"W, a distance of 72.88 feet to a capped iron rod set for corner;
11. S06°00'09"W, a distance of 44.42 feet to a capped iron rod set for corner;
12. S40°01'05"W, a distance of 76.01 feet to a capped iron rod set for corner;
13. S13°40'20" W, a distance of 59.01 feet to a capped iron rod set for corner and the beginning of a tangential curve to the right same being the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, Official Public Records of Collin County, Texas;

THENCE Along said right-of-way and said tangential curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04°26'51" and a chord which bears, S82°50'06"W, a distance of 366.33 feet to a point of tangency;

THENCE N00°43'46"W, a distance of 796.73 feet to a capped iron rod set for corner;

THENCE N89°47'43"W, a distance of 943.13 feet to a Mag Nail found for corner in the Southwest corner of said 111.844 acre tract, same being the southeast corner of a called 25.00 acre tract of land described in deed to Balaji Texas properties, LLC, as recorded in Instrument No. 20160610000729930, Official Public Records, Collin County, Texas;

THENCE N01°18'07"W, a distance of 2633.17 feet to the **POINT OF BEGINNING** and containing 87.472 acres of land.

SAVE AND EXCEPT

A 7.00 acre remainder of a called 118.904 acre tract of land , conveyed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, Official Public Records of Collin County, Texas.



Metes and Bounds:

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHARLES P. RICE SURVEY, ABSTRACT NO. 771, AND THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 62.140 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894830, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 37.695 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 BY SAID SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, AND BEING A PORTION OF THAT CERTAIN CALLED 111.844 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894820, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "LANDPOINT" (hereinafter referred to as a capped iron rod) set for the beginning of a curve to the left, from which a mag nail found at the intersection of County Road 90 and County Road 87, and being the Northeast corner of that certain called 44.25 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records, Collin County, Texas, bears N89°55'09"W, a distance of 84.82 feet;

THENCE an arc length of 38.85 feet along said curve to the left, having a radius of 96.50 feet, a central angle of 23°03'51", and a long chord which bears N11°25'45"W, a chord distance of 38.58 feet to a capped iron rod set for a point of reverse curve;

THENCE an arc length of 80.00 feet along a curve to the right, having a radius of 150.00 feet, a central angle of 30°33'26", and a long chord which bears N07°40'57"W, a chord distance of 79.05 feet to a capped iron rod set for a point of compound curve;

THENCE an arc length of 378.92 feet along a curve to the right, having a radius of 740.00 feet, a delta angle of 29°20'18", and a long chord which bears N22°15'55"E, a chord distance of 374.79 feet to a capped iron rod set for the end of said curve;

THENCE N36°56'04"E, a distance of 200.15 feet to a capped iron rod set for the beginning of a curve to the left;



THENCE an arc length of 555.36 feet along said curve to the left, having a radius of 860.00 feet, a central angle of 37°00'00", and a long chord which bears N18°26'04"E, a chord distance of 545.76 feet to a capped iron rod set for the end of said curve;

THENCE N00°03'56"W, a distance of 231.81 feet to a mag nail with washer stamped "LANDPOINT" set for corner in the westerly line of that certain called 539.914 acre tract of land described by deed to The Parks at Wilson Creek, L.P., recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, from which a mag nail found for the Northwest corner of said 62.140 acre tract of land and an angle point in the westerly line of said 539.914 acre tract of land bears N89°55'12"W, a distance of 60.00 feet;

THENCE N89°24'36"E, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. S89°32'47"E, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. S57°30'33"E, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. S21°55'03"E, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears N06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. S06°56'20"E, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. S89°54'49"E, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. S08°33'37"W, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. S07°30'31"W, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;



THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. S69°28'40"W, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears N00°03'23"E, a distance of 1.47 feet;
2. N89°55'09"W, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE S00°17'13"E, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE S88°21'21"E, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears S88°21'21"E, a distance of 15.83 feet;

THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. S00°30'04"W, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. S54°14'21"W, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. S00°38'08"E, a distance of 47.63 feet to a 1/2-inch rod found for corner;

THENCE severing said 111.844 acre tract of land, the following Seven (7) courses and distances:

1. S89°50'16"W, a distance of 112.18 feet to a capped iron rod set for corner;
2. N71°29'22"W, a distance of 121.00 feet to a capped iron rod set for corner;
3. N70°08'36"W, a distance of 50.01 feet to a capped iron rod set for corner, and being the beginning of a curve to the right;
4. an arc length of 133.70 feet with said curve to the right, having a radius of 525.00 feet, a central angle of 14°35'28", and a long chord which bears N25°56'04"E, a chord distance of 133.34 feet to a capped iron rod set for a point of tangency;
5. N33°13'48"E, a distance of 123.23 feet to a capped iron rod set for the beginning of a curve to the left;
6. an arc length of 274.82 feet along said curve to the left, having a radius of 475.00 feet, a central angle of 33°08'57", and a long chord which bears N16°39'19"E, a chord distance of 271.00 feet to a capped iron rod set for a point of tangency;



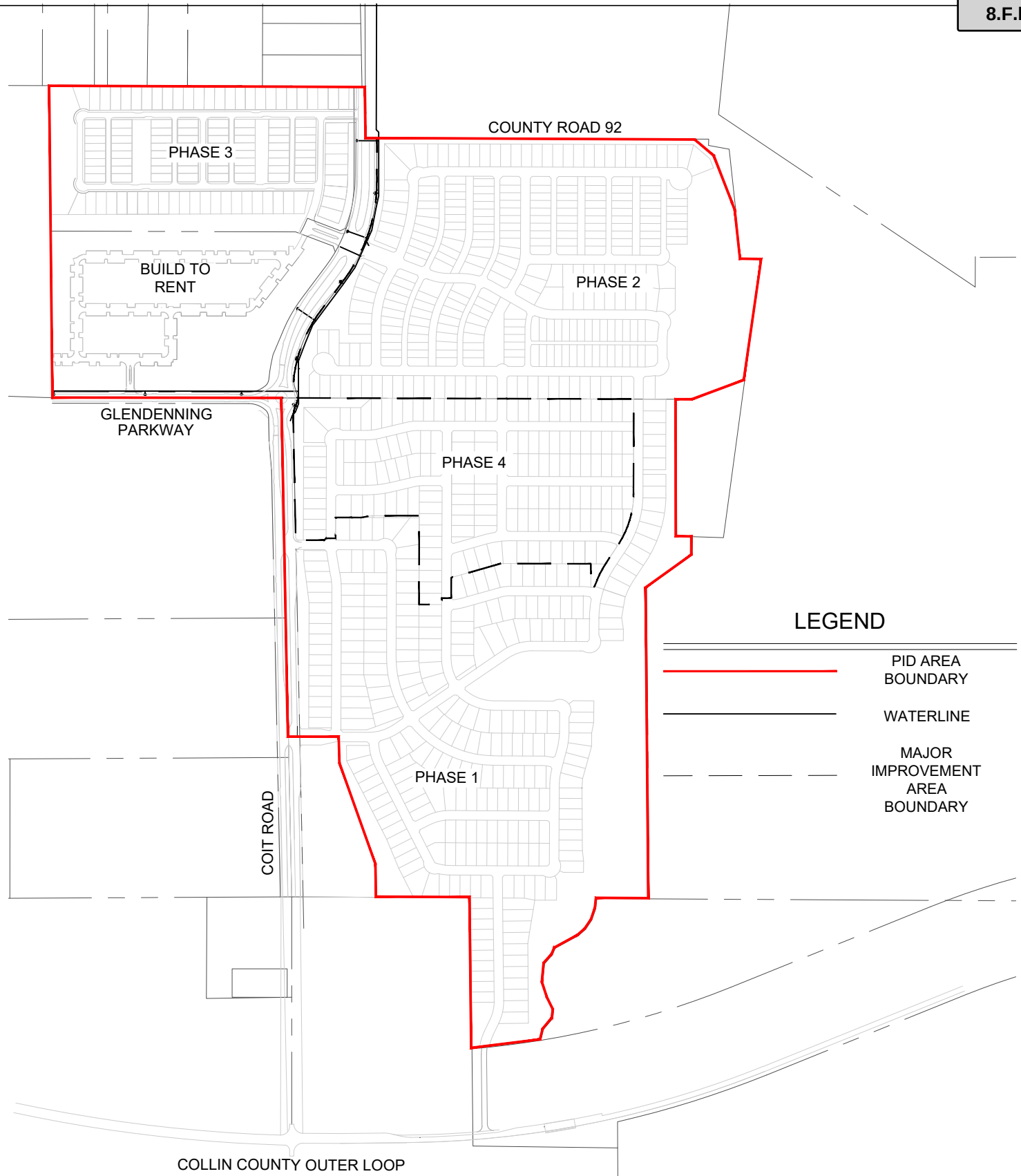
7. N00°04'51"E, a distance of 505.11 feet to a capped iron rod set for an interior ell corner, being in the South line of said 62.140 acre tract of land and the North line of said 111.844 acre tract of land;

THENCE N89°55'09"W, with the South line of said 62.140 acre tract of land and the North line of said 62.140 acre tract of land, a distance of 1,775.23 feet to the **POINT OF BEGINNING** and containing 72.566 acres of land, more or less.

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone, 4202.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

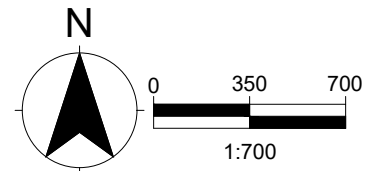
MAJOR IMPROVEMENT AREA WATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

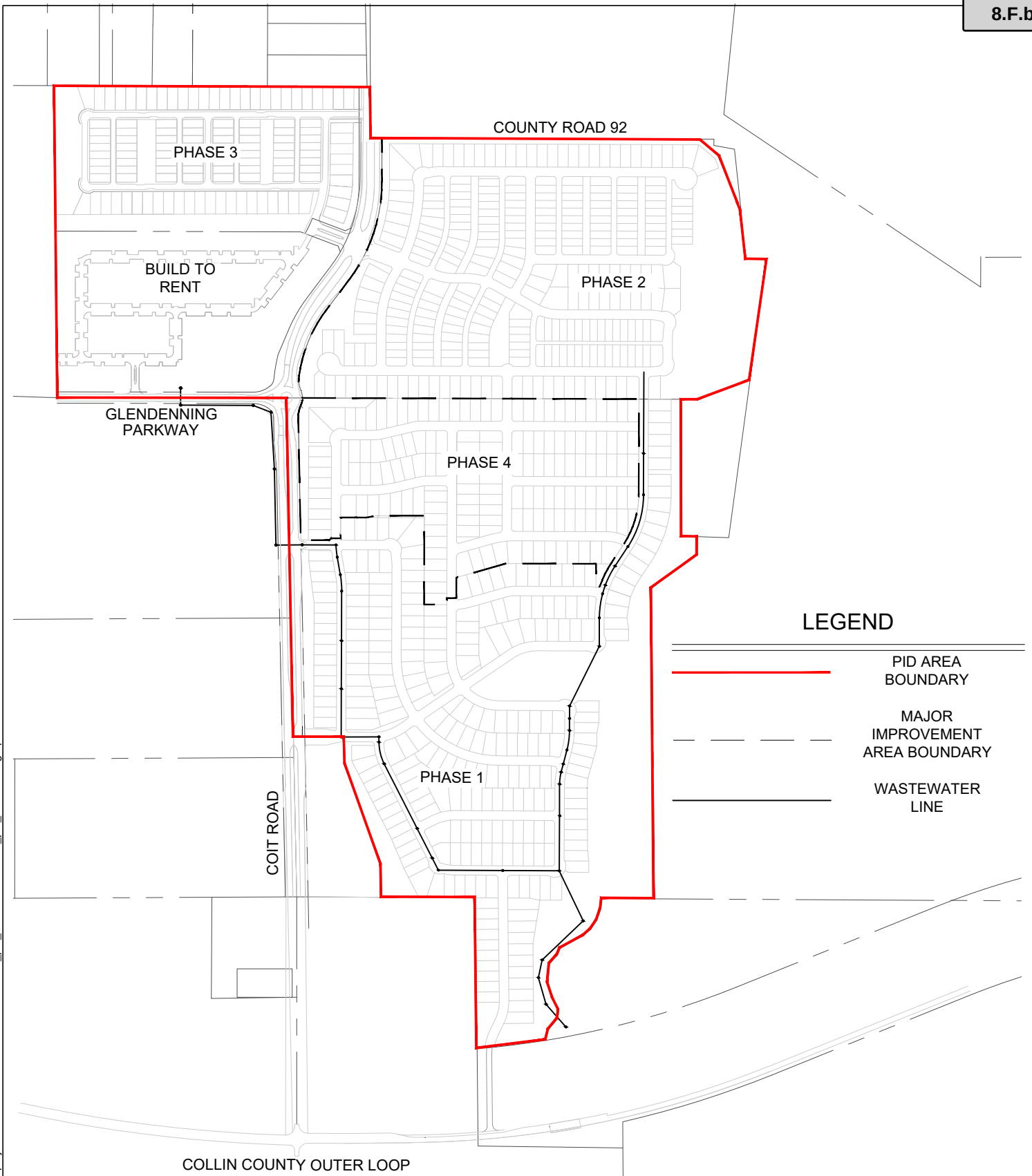


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 506



LEGEND

	PID AREA BOUNDARY
	MAJOR IMPROVEMENT AREA BOUNDARY
	WASTEWATER LINE

KFM
ENGINEERING & DESIGN

3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

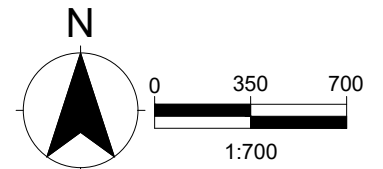
**MAJOR IMPROVEMENT AREA WASTEWATER
PID EXHIBIT**

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



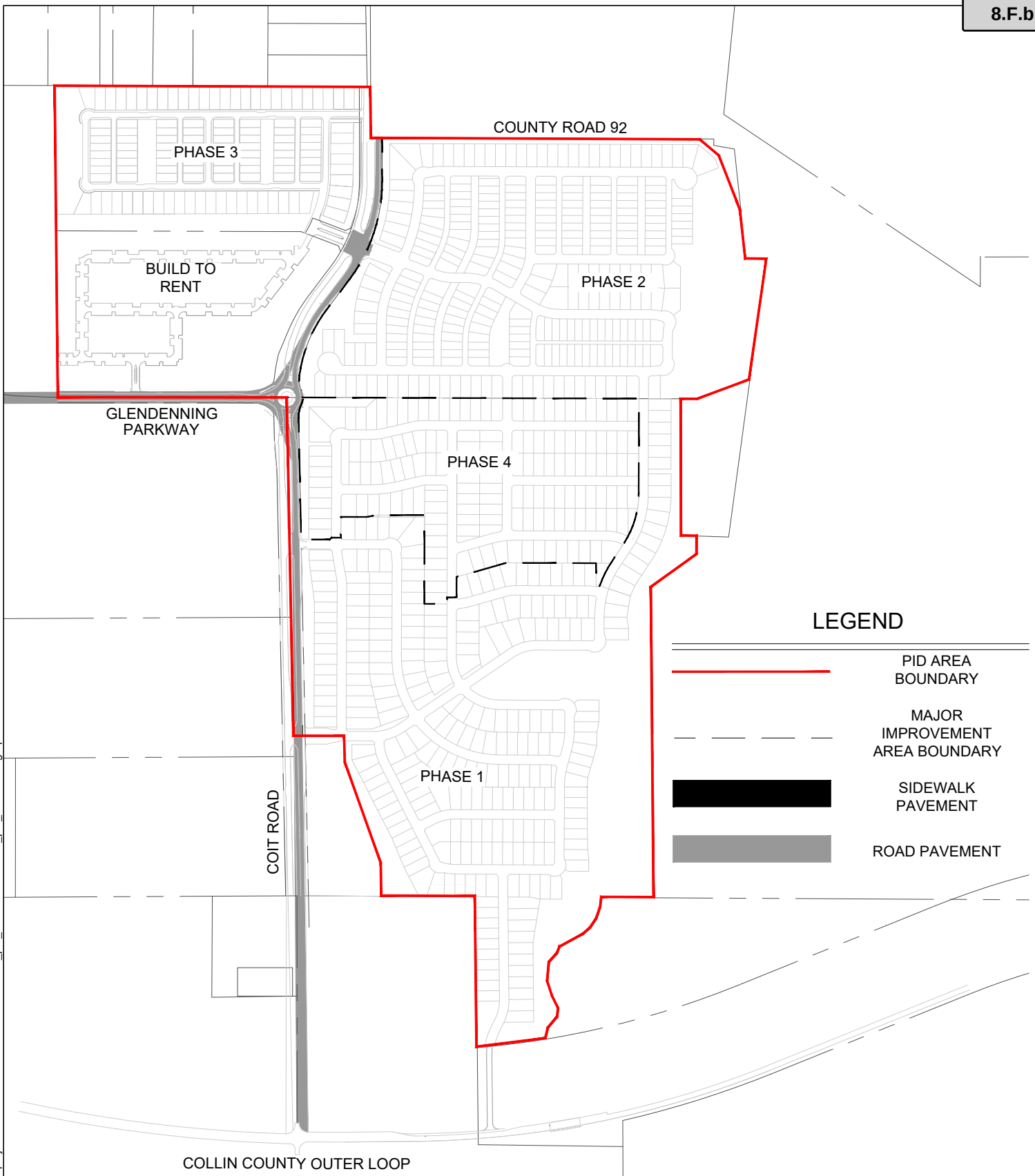
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0100073003/002/001

SHEET:

DATE:
2022/10/05

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Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

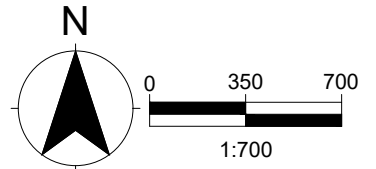
MAJOR IMPROVEMENT AREA PAVING PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

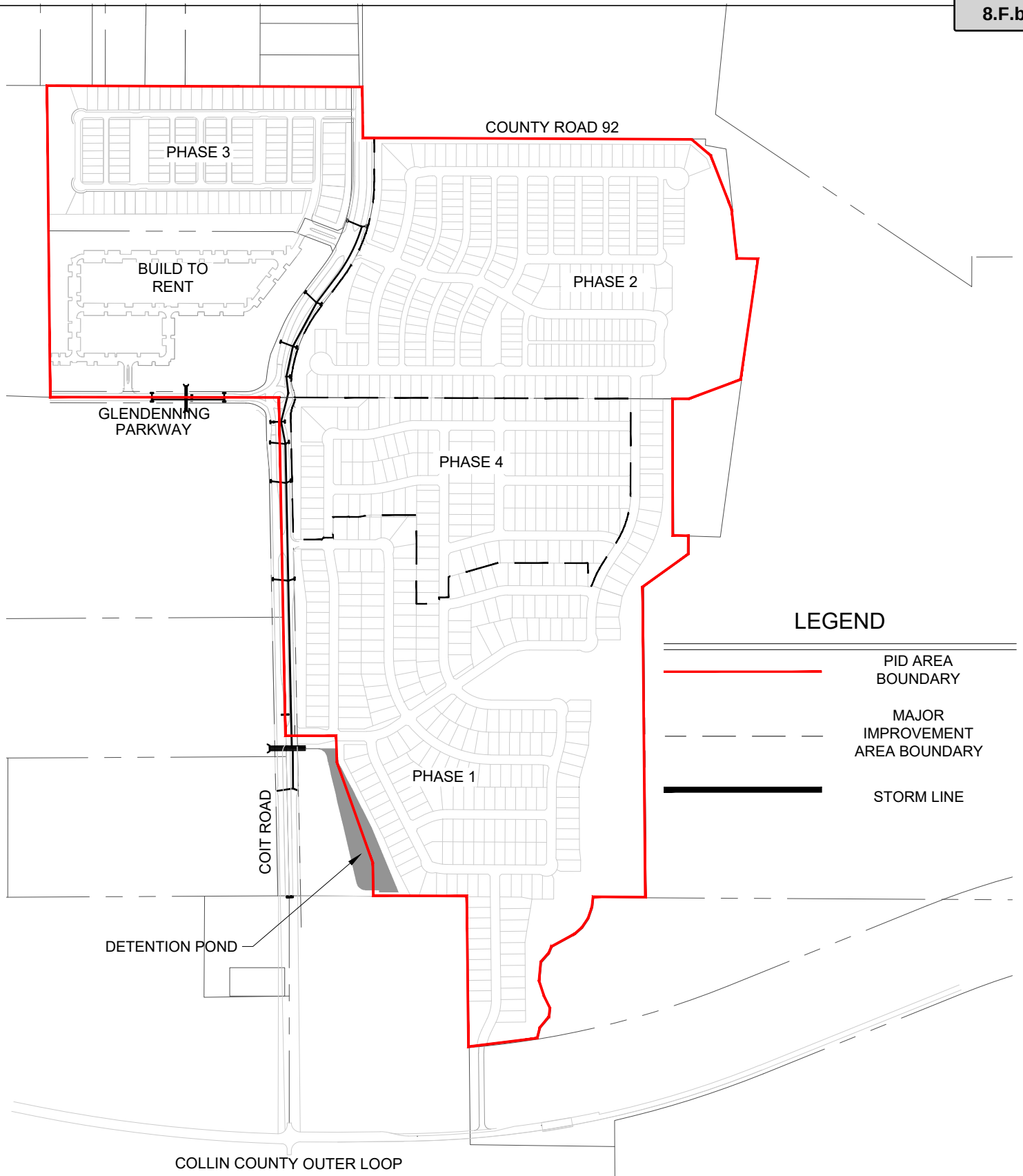


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 508



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

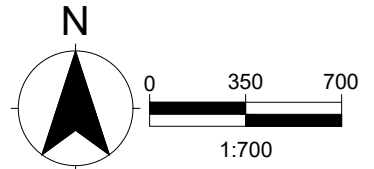
MAJOR IMPROVEMENT AREA STORM PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



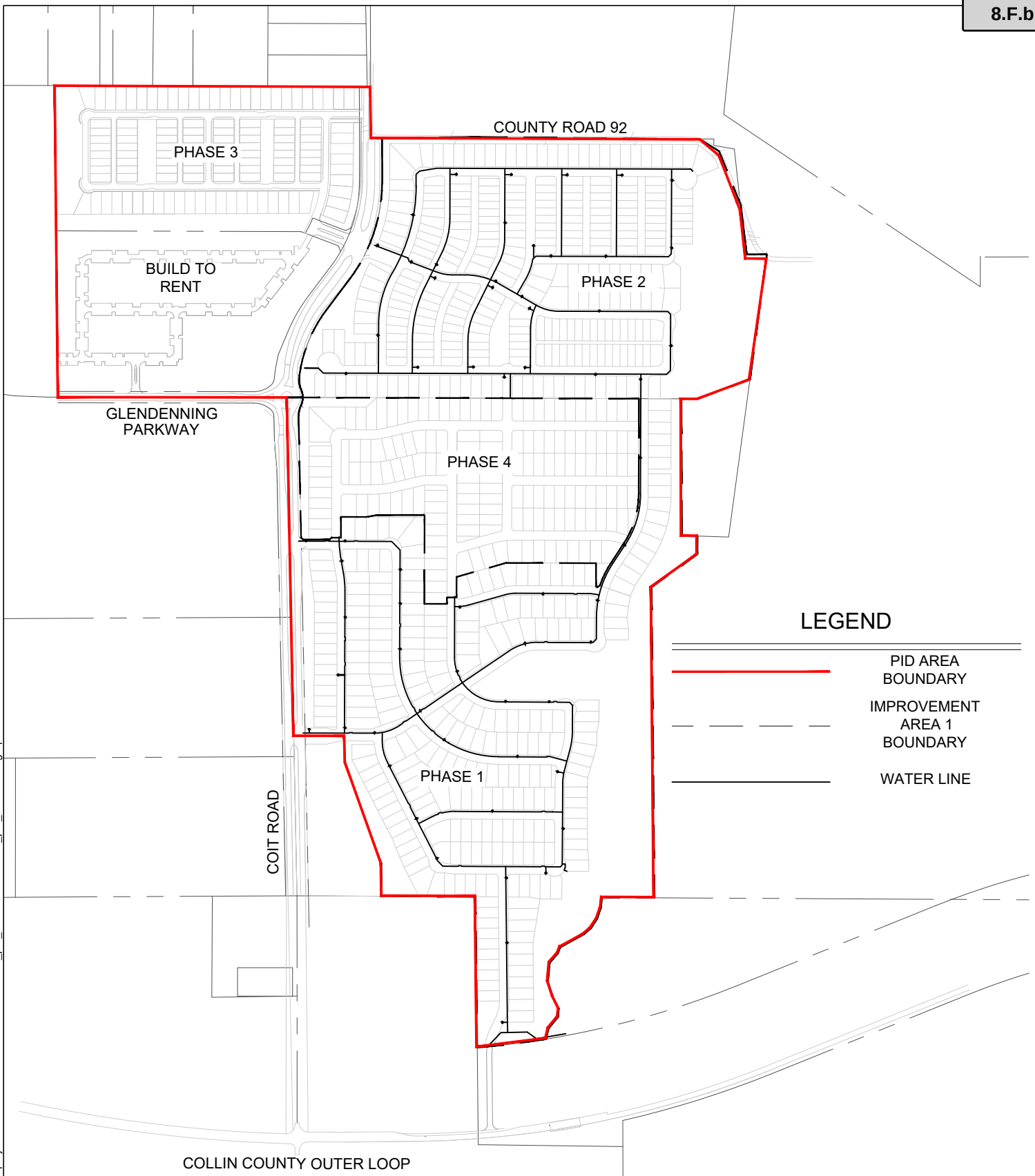
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0100073003/002/001

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DATE:
2022/10/05

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Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

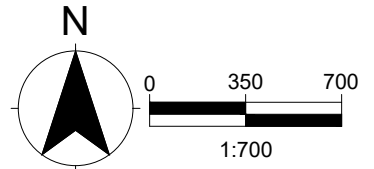
IMPROVEMENT AREA 1 WATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

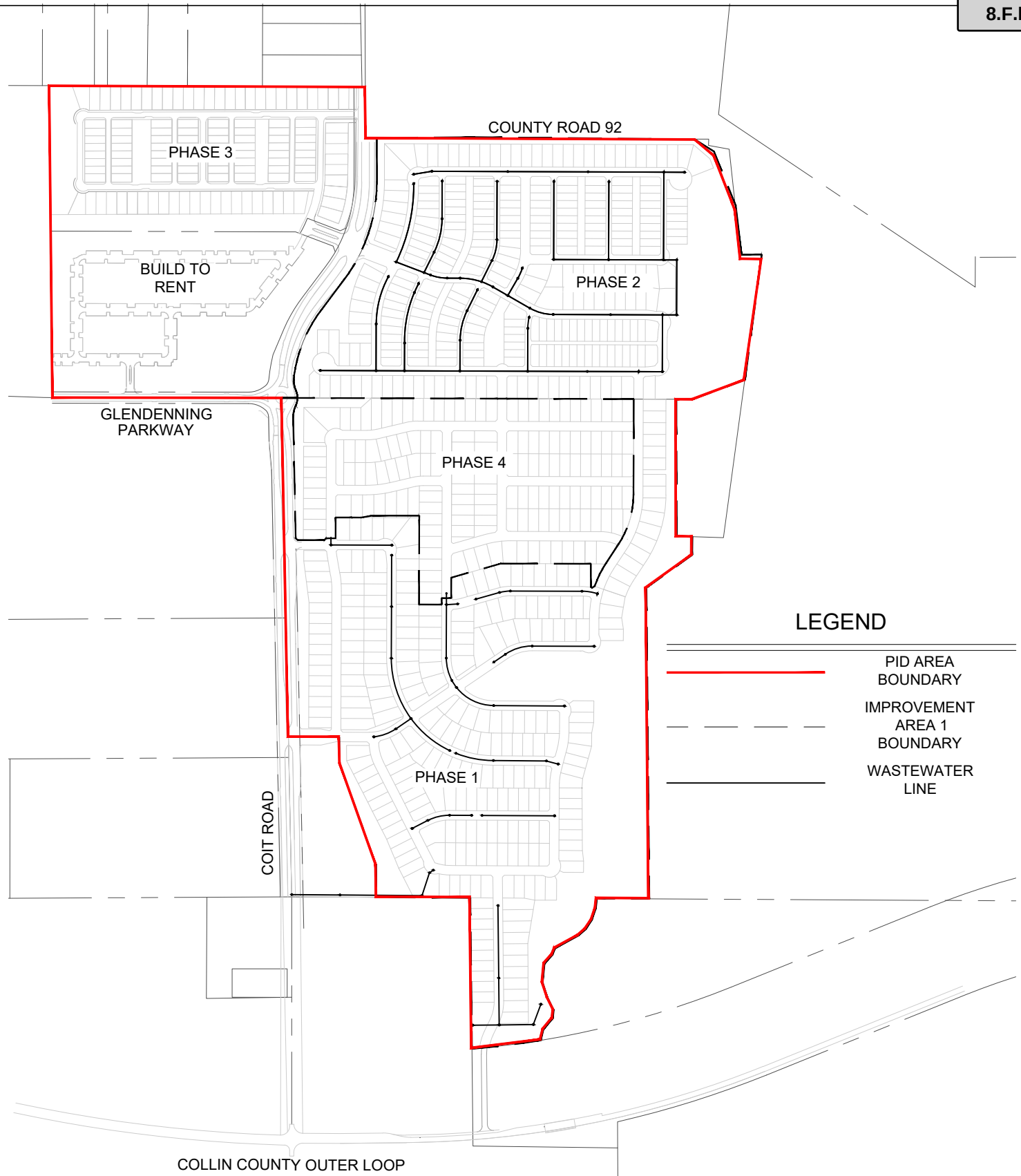


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 510



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

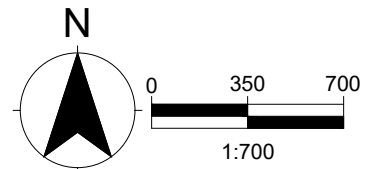
IMPROVEMENT AREA 1 WASTEWATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



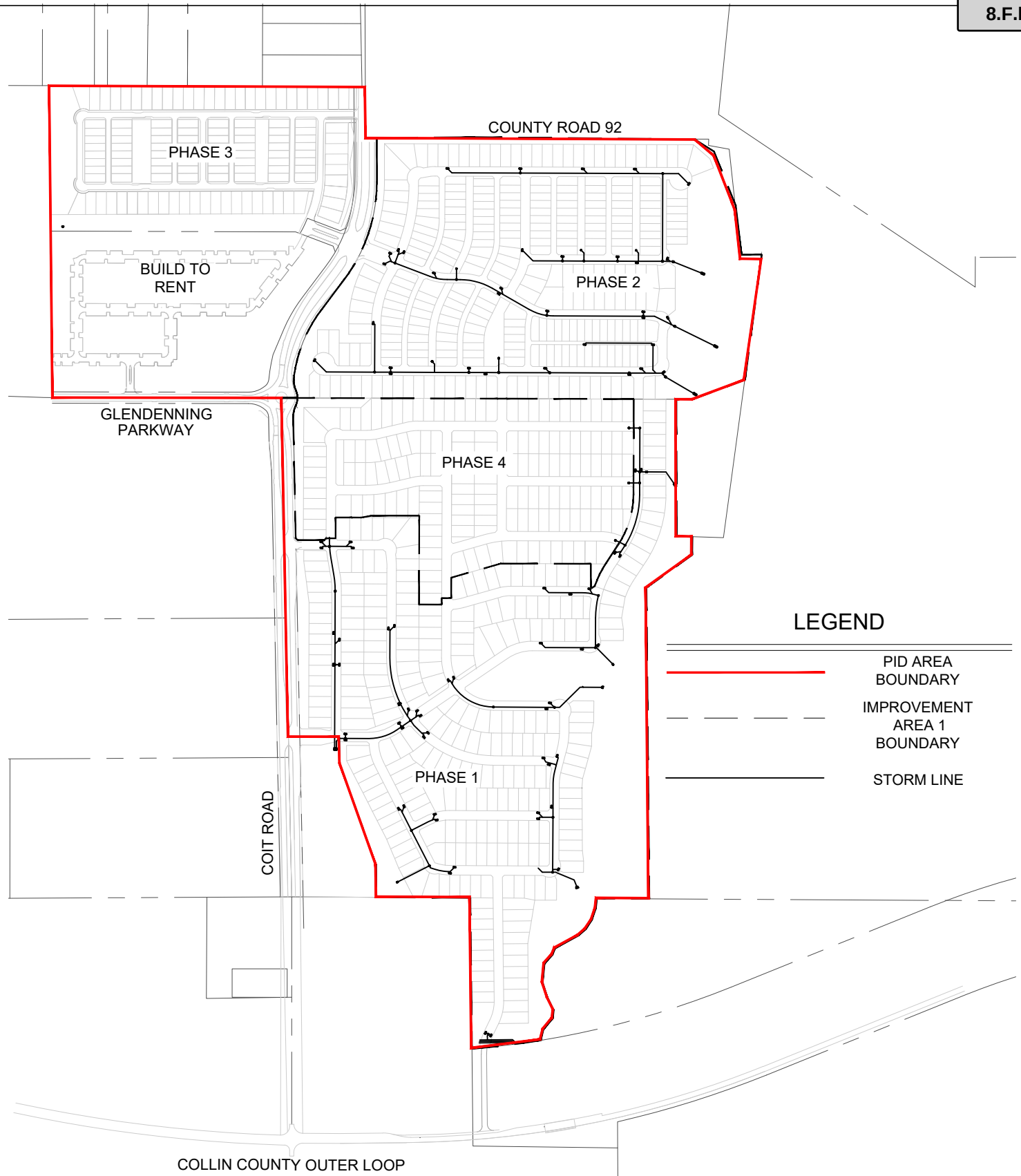
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 511

k:\projects\010073\003\lead\exhibit\20221012_pid_exhibits.dwg-dp\lcher-3/24/2023 11:46 AM



Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

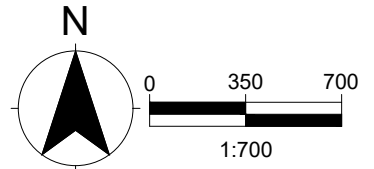
IMPROVEMENT AREA 1 STORM PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



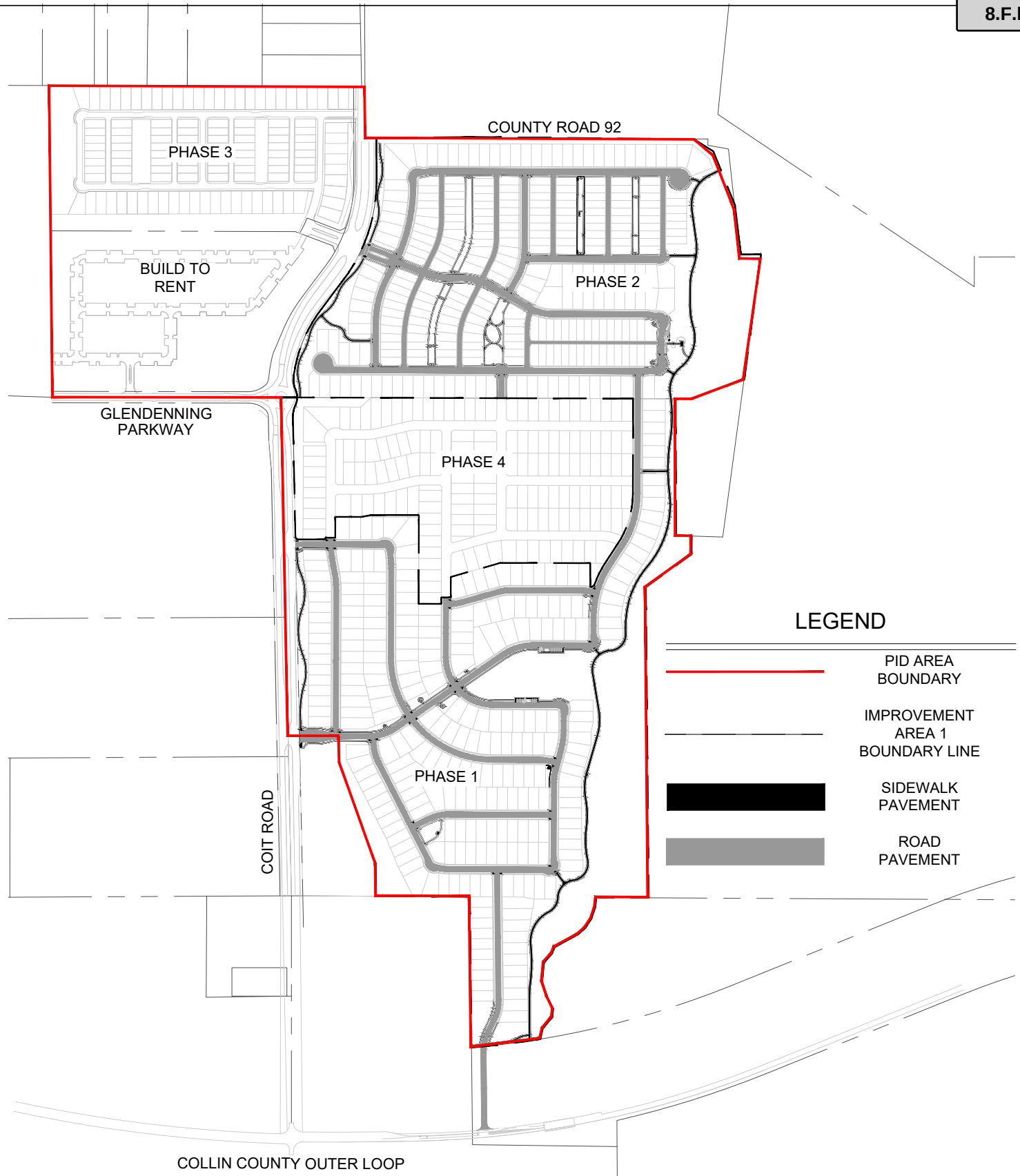
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 512

k:\projects\010073\003\lead\exhibit\20221012_pid_exhibits.dwg-dp\lcher-3/24/2023 11:48 AM



Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

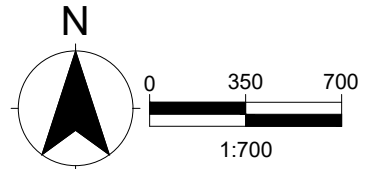
IMPROVEMENT AREA 1 PAVING PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 513

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

AFTER RECORDING RETURN TO:

 _____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
 CITY OF CELINA, TEXAS
 CONCERNING THE FOLLOWING PROPERTY

 STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the “City”), for the costs of a portion of a public improvement or services project (the “Authorized Improvements”) undertaken for the benefit of the property within **Cross Creek Meadows Public Improvement District** (the “District”) created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

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

Notary Public, State of Texas]³

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

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

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

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

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

Notary Public, State of Texas]⁴

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

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix F

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

“**Lot Type 1**” means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the Development Agreement.

“**Lot Type 2**” means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 55 feet, provided by the Development Agreement.

“**Lot Type 3**” means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 40 feet, provided by the Development Agreement.

“**Lot Type 4**” means lots identified as such on the Assessment Rolls, being build to rent (BTR) units as provided by the Development Agreement.

A) Proposed Development

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

Table F-A.1
Proposed Development within the PID

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	191	Units
Lot Type 2 (55 Ft Lot)	385	Units
Lot Type 3 (40 Ft Lot)	247	Units
Lot Type 4 (BTR Lot)	266	Units
Total	1,089	Units

Table F-A.2 shows the proposed residential units within Improvement Area #1.

Table F-A.2
Proposed Development – Improvement Area #1

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	138	Units
Lot Type 2 (55 Ft Lot)	229	Units
Lot Type 3 (40 Ft Lot)	183	Units
Total	550	Units

Table F-A.3 shows the proposed residential units within the Major Improvement Area.

Table F-A.3
Proposed Development – Major Improvement Area

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	53	Units
Lot Type 2 (55 Ft Lot)	156	Units
Lot Type 3 (40 Ft Lot)	64	Units
Lot Type 4 (BTR Lot)	266	Units
Total	539	Units

Table F-A.4 shows the proposed residential units within Major Improvement Area BTR Property.

Table F-A.4
Proposed Development – Major Improvement Area BTR Property

Lot Type	Proposed Development	
Lot Type 4 (BTR Lot)	266	Units
Total	266	Units

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects and the Major Improvement Area Projects to be financed with (i) the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement and (ii) the Major Improvement Area Bonds, respectively, shall be allocated to the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property by spreading the entire Improvement Area #1 Assessment and Major Improvement Area Assessment across the Parcels within Improvement Area #1 and the Major Improvement Area, respectively, based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 55 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications from Lot Type 1 (60 Ft Lot) representing the highest value to Lot Type 4 (BTR Lot) representing the lowest value for residential lots are set forth in Table F-B.1. Assessments

are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lot) to 1.0.

Table F-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft Lot)	\$640,000	1.00 per dwelling unit
Lot Type 2 (55 Ft Lot)	\$580,000	0.91 per dwelling unit
Lot Type 3 (40 Ft Lot)	\$385,000	0.60 per dwelling unit
Lot Type 4 (BTR Lot)	\$324,500	0.51 per dwelling unit

The total estimated Equivalent Units for the Major Improvement Area are shown in Table F-B.2 as calculated based on the Equivalent Unit factors shown in Table F-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table F-B.2
Estimated Equivalent Units – Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	53	1.00	53.00
Lot Type 2 (55 Ft Lot)	156	0.91	141.96
Lot Type 3 (40 Ft Lot)	64	0.60	38.40
Lot Type 4 (BTR Lot)	266	0.51	135.66
Total Equivalent Units	539		369.02

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

Table F-B.3
Estimated Equivalent Units – Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	138	1.00	138.00
Lot Type 2 (55 Ft Lot)	229	0.91	208.39
Lot Type 3 (40 Ft Lot)	183	0.60	109.80
Total Equivalent Units	550		456.19

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

Table F-B.4
Estimated Equivalent Units – Major Improvement Area BTR Property

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 4 (BTR Lot)	266	0.51	135.66
Total Equivalent Units	266		135.66

C) Allocation of Assessments to Lots within the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area, is \$5,762,000. As shown in Table F-B.2, there are a total of 369.02 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of \$15,614.33.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$15,614.33 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$15,614.33 (i.e. \$15,614.33 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is \$14,209.04 (i.e. \$15,614.33 x 0.91). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$9,368.60 (i.e. \$15,614.33 x 0.60). The Assessment for a Lot Type 4 (BTR Lot) dwelling unit is \$7,963.31 (i.e. \$15,614.33 x 0.51). Table F-C.1 sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Table F-C.1
Assessment Per Unit – Major Improvement Area

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft Lot)	53	\$15,614.33	1.00	\$15,614.33 per dwelling unit	\$827,559
Lot Type 2 (55 Ft Lot)	156	\$15,614.33	0.91	\$14,209.04 per dwelling unit	\$2,216,610
Lot Type 3 (40 Ft Lot)	64	\$15,614.33	0.60	\$9,368.60 per dwelling unit	\$599,590
Lot Type 4 (BTR Lot)	266	\$15,614.33	0.51	\$7,963.31 per dwelling unit	\$2,118,240
Total	539				\$5,762,000

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

Table F-C.2
Projected Leverage – Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	53	\$90,000	\$640,000	\$15,614.33	5.76	40.99
Lot Type 2 (55 Ft Lot)	156	\$82,000	\$580,000	\$14,209.04	5.77	40.82
Lot Type 3 (40 Ft Lot)	64	\$60,000	\$385,000	\$9,368.60	6.40	41.09
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$7,963.31	5.90	40.75

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

Table F-C.3
Estimated Tax Rate Equivalent per unit – Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (60 Ft Lot)	53	\$90,000	\$640,000	\$1,522.26	\$1.691	\$0.238
Lot Type 2 (55 Ft Lot)	156	\$82,000	\$580,000	\$1,385.25	\$1.689	\$0.239
Lot Type 3 (40 Ft Lot)	64	\$60,000	\$385,000	\$913.35	\$1.522	\$0.237
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$776.35	\$1.652	\$0.239

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

D) Allocation of Assessments to Lots within Major Improvement Area BTR Property

As described in Section V, the Major Improvement Area Projects are allocated to the Major Improvement Area BTR Property and Future Improvement Areas. The total amount of the Major Improvement Area Bonds applicable to the Major Improvement Area BTR Property, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area BTR Property, is \$2,118,240. As shown in Table F-B.4, there are a total of 135.66 estimated Equivalent Units in the Major Improvement Area BTR Property, resulting in an Assessment per Equivalent Unit of \$15,614.33.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$15,614.33 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (BTR Lot) dwelling unit is \$7,963.31 (i.e. \$15,614.33 x 0.51). Table F-D.1 sets forth

the Assessment per dwelling unit for each Lot Type in the Major Improvement Area BTR Property.

Table F- D.1
Assessment Per Unit – Major Improvement Area BTR Property

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 4 (BTR Lot)	266	\$15,614.33	0.51	\$7,963.31 per dwelling unit	\$2,118,240
Total	266				\$2,118,240

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F- D.2.

Table F- D.2
Projected Leverage – Major Improvement Area BTR Property

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$7,963.31	5.90	40.75

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

Table F- D.3
Estimated Tax Rate Equivalent per unit – Major Improvement Area BTR Property

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$776.35	\$1.652	\$0.239

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area BTR Property is attached as Appendix G-2 of the Major Improvement Area Assessment Roll, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

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

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement applicable to the Improvement Area #1, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is \$21,016,000. As shown in Table F-B.3, there are a total of 456.19 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of \$46,068.52.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$46,068.52 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$46,068.52 (i.e. \$46,068.52 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is \$41,922.36 (i.e. \$46,068.52 x 0.86). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$27,641.11 (i.e. \$46,068.52 x 0.61). Table F-E.1 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-E.1
Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft Lot)	138	\$46,068.52	1.00	\$46,068.52 per dwelling unit	\$6,357,456
Lot Type 2 (55 Ft Lot)	229	\$46,068.52	0.91	\$41,922.36 per dwelling unit	\$9,600,220
Lot Type 3 (40 Ft Lot)	183	\$46,068.52	0.60	\$27,641.11 per dwelling unit	\$5,058,324
Total	550				\$21,016,000

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

Table F-E.2
Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	138	\$90,000	\$640,000	\$46,068.52	1.95	13.89
Lot Type 2 (55 Ft Lot)	229	\$82,000	\$580,000	\$41,922.36	1.96	13.84
Lot Type 3 (40 Ft Lot)	183	\$60,000	\$385,000	\$27,641.11	2.17	13.93

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

Table F-E.3
Estimated Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (60 Ft Lot)	138	\$90,000	\$640,000	\$3,760.24	\$4.178	\$0.588
Lot Type 2 (55 Ft Lot)	229	\$82,000	\$580,000	\$3,421.82	\$4.173	\$0.590
Lot Type 3 (40 Ft Lot)	183	\$60,000	\$385,000	\$2,256.14	\$3.760	\$0.586

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

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll

Parcel
Equivalent Units
Assessment

1011586, 2841668, part of 2841799
369.02
\$5,762,000

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$104,436	\$0	\$0	(\$104,436)	\$0
9/1/24	\$66,000	\$417,745	\$51,000	\$28,810	\$0	\$563,555
9/1/25	\$70,000	\$412,960	\$52,020	\$28,480	\$0	\$563,460
9/1/26	\$74,000	\$407,885	\$53,060	\$28,130	\$0	\$563,075
9/1/27	\$78,000	\$402,520	\$54,122	\$27,760	\$0	\$562,402
9/1/28	\$83,000	\$396,865	\$55,204	\$27,370	\$0	\$562,439
9/1/29	\$88,000	\$390,848	\$56,308	\$26,955	\$0	\$562,111
9/1/30	\$93,000	\$384,468	\$57,434	\$26,515	\$0	\$561,417
9/1/31	\$99,000	\$377,725	\$58,583	\$26,050	\$0	\$561,358
9/1/32	\$105,000	\$370,548	\$59,755	\$25,555	\$0	\$560,857
9/1/33	\$112,000	\$362,935	\$60,950	\$25,030	\$0	\$560,915
9/1/34	\$120,000	\$354,815	\$62,169	\$24,470	\$0	\$561,454
9/1/35	\$127,000	\$346,115	\$63,412	\$23,870	\$0	\$560,397
9/1/36	\$136,000	\$336,908	\$64,680	\$23,235	\$0	\$560,823
9/1/37	\$145,000	\$327,048	\$65,974	\$22,555	\$0	\$560,576
9/1/38	\$155,000	\$316,535	\$67,293	\$21,830	\$0	\$560,658
9/1/39	\$166,000	\$305,298	\$68,639	\$21,055	\$0	\$560,992
9/1/40	\$177,000	\$293,263	\$70,012	\$20,225	\$0	\$560,500
9/1/41	\$190,000	\$280,430	\$71,412	\$19,340	\$0	\$561,182
9/1/42	\$203,000	\$266,655	\$72,841	\$18,390	\$0	\$560,886
9/1/43	\$217,000	\$251,938	\$74,297	\$17,375	\$0	\$560,610
9/1/44	\$233,000	\$236,205	\$75,783	\$16,290	\$0	\$561,278
9/1/45	\$249,000	\$219,313	\$77,299	\$15,125	\$0	\$560,736
9/1/46	\$267,000	\$201,260	\$78,845	\$13,880	\$0	\$560,985
9/1/47	\$287,000	\$181,903	\$80,422	\$12,545	\$0	\$561,869
9/1/48	\$308,000	\$161,095	\$82,030	\$11,110	\$0	\$562,235
9/1/49	\$330,000	\$138,765	\$83,671	\$9,570	\$0	\$562,006
9/1/50	\$355,000	\$114,840	\$85,344	\$7,920	\$0	\$563,104
9/1/51	\$381,000	\$89,103	\$87,051	\$6,145	\$0	\$563,299
9/1/52	\$409,000	\$61,480	\$88,792	\$4,240	\$0	\$563,512
9/1/53	\$439,000	\$31,828	\$90,568	\$2,195	\$0	\$563,591
Total	\$5,762,000	\$8,543,726	\$2,068,972	\$582,020	(\$104,436)	\$16,852,282

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix G-2
Major Improvement Area Assessment Roll by Parcel
(Major Improvement Area BTR Property)

Parcel	1011586
Equivalent Units	135.66
Assessment	\$2,118,240

Year ¹	Principal ²	Interest ²	Administrative Expenses ³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$38,393	\$0	\$0	(\$38,393)	\$0
9/1/24	\$24,263	\$153,572	\$18,749	\$10,591	\$0	\$207,175
9/1/25	\$25,734	\$151,813	\$19,124	\$10,470	\$0	\$207,140
9/1/26	\$27,204	\$149,948	\$19,506	\$10,341	\$0	\$206,999
9/1/27	\$28,675	\$147,975	\$19,896	\$10,205	\$0	\$206,751
9/1/28	\$30,513	\$145,896	\$20,294	\$10,062	\$0	\$206,765
9/1/29	\$32,351	\$143,684	\$20,700	\$9,909	\$0	\$206,644
9/1/30	\$34,189	\$141,339	\$21,114	\$9,748	\$0	\$206,389
9/1/31	\$36,395	\$138,860	\$21,536	\$9,577	\$0	\$206,368
9/1/32	\$38,600	\$136,222	\$21,967	\$9,395	\$0	\$206,184
9/1/33	\$41,174	\$133,423	\$22,406	\$9,202	\$0	\$206,205
9/1/34	\$44,115	\$130,438	\$22,855	\$8,996	\$0	\$206,403
9/1/35	\$46,688	\$127,240	\$23,312	\$8,775	\$0	\$206,014
9/1/36	\$49,997	\$123,855	\$23,778	\$8,542	\$0	\$206,171
9/1/37	\$53,305	\$120,230	\$24,253	\$8,292	\$0	\$206,080
9/1/38	\$56,981	\$116,365	\$24,739	\$8,025	\$0	\$206,111
9/1/39	\$61,025	\$112,234	\$25,233	\$7,740	\$0	\$206,233
9/1/40	\$65,069	\$107,810	\$25,738	\$7,435	\$0	\$206,052
9/1/41	\$69,848	\$103,092	\$26,253	\$7,110	\$0	\$206,303
9/1/42	\$74,627	\$98,028	\$26,778	\$6,761	\$0	\$206,194
9/1/43	\$79,774	\$92,618	\$27,313	\$6,387	\$0	\$206,093
9/1/44	\$85,656	\$86,834	\$27,860	\$5,989	\$0	\$206,338
9/1/45	\$91,538	\$80,624	\$28,417	\$5,560	\$0	\$206,139
9/1/46	\$98,155	\$73,988	\$28,985	\$5,103	\$0	\$206,231
9/1/47	\$105,508	\$66,871	\$29,565	\$4,612	\$0	\$206,556
9/1/48	\$113,228	\$59,222	\$30,156	\$4,084	\$0	\$206,690
9/1/49	\$121,315	\$51,013	\$30,759	\$3,518	\$0	\$206,606
9/1/50	\$130,506	\$42,218	\$31,374	\$2,912	\$0	\$207,010
9/1/51	\$140,064	\$32,756	\$32,002	\$2,259	\$0	\$207,081
9/1/52	\$150,358	\$22,601	\$32,642	\$1,559	\$0	\$207,160
9/1/53	\$161,386	\$11,701	\$33,295	\$807	\$0	\$207,188
Total	\$2,118,240	\$3,140,865	\$760,600	\$213,964	(\$38,393)	\$6,195,276

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix G-3
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 1 (60 Ft Lot)
1.00
\$15,614.33

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$283	\$0	\$0	(\$283)	\$0
9/1/24	\$179	\$1,132	\$138	\$78	\$0	\$1,527
9/1/25	\$190	\$1,119	\$141	\$77	\$0	\$1,527
9/1/26	\$201	\$1,105	\$144	\$76	\$0	\$1,526
9/1/27	\$211	\$1,091	\$147	\$75	\$0	\$1,524
9/1/28	\$225	\$1,075	\$150	\$74	\$0	\$1,524
9/1/29	\$238	\$1,059	\$153	\$73	\$0	\$1,523
9/1/30	\$252	\$1,042	\$156	\$72	\$0	\$1,521
9/1/31	\$268	\$1,024	\$159	\$71	\$0	\$1,521
9/1/32	\$285	\$1,004	\$162	\$69	\$0	\$1,520
9/1/33	\$304	\$984	\$165	\$68	\$0	\$1,520
9/1/34	\$325	\$962	\$168	\$66	\$0	\$1,521
9/1/35	\$344	\$938	\$172	\$65	\$0	\$1,519
9/1/36	\$369	\$913	\$175	\$63	\$0	\$1,520
9/1/37	\$393	\$886	\$179	\$61	\$0	\$1,519
9/1/38	\$420	\$858	\$182	\$59	\$0	\$1,519
9/1/39	\$450	\$827	\$186	\$57	\$0	\$1,520
9/1/40	\$480	\$795	\$190	\$55	\$0	\$1,519
9/1/41	\$515	\$760	\$194	\$52	\$0	\$1,521
9/1/42	\$550	\$723	\$197	\$50	\$0	\$1,520
9/1/43	\$588	\$683	\$201	\$47	\$0	\$1,519
9/1/44	\$631	\$640	\$205	\$44	\$0	\$1,521
9/1/45	\$675	\$594	\$209	\$41	\$0	\$1,520
9/1/46	\$724	\$545	\$214	\$38	\$0	\$1,520
9/1/47	\$778	\$493	\$218	\$34	\$0	\$1,523
9/1/48	\$835	\$437	\$222	\$30	\$0	\$1,524
9/1/49	\$894	\$376	\$227	\$26	\$0	\$1,523
9/1/50	\$962	\$311	\$231	\$21	\$0	\$1,526
9/1/51	\$1,032	\$241	\$236	\$17	\$0	\$1,526
9/1/52	\$1,108	\$167	\$241	\$11	\$0	\$1,527
9/1/53	\$1,190	\$86	\$245	\$6	\$0	\$1,527
Total	\$15,614	\$23,152	\$5,607	\$1,577	(\$283)	\$45,668

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix G-4
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 2 (55 Ft Lot)
0.91
\$14,209.04

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$258	\$0	\$0	(\$258)	\$0
9/1/24	\$163	\$1,030	\$126	\$71	\$0	\$1,390
9/1/25	\$173	\$1,018	\$128	\$70	\$0	\$1,389
9/1/26	\$182	\$1,006	\$131	\$69	\$0	\$1,389
9/1/27	\$192	\$993	\$133	\$68	\$0	\$1,387
9/1/28	\$205	\$979	\$136	\$67	\$0	\$1,387
9/1/29	\$217	\$964	\$139	\$66	\$0	\$1,386
9/1/30	\$229	\$948	\$142	\$65	\$0	\$1,384
9/1/31	\$244	\$931	\$144	\$64	\$0	\$1,384
9/1/32	\$259	\$914	\$147	\$63	\$0	\$1,383
9/1/33	\$276	\$895	\$150	\$62	\$0	\$1,383
9/1/34	\$296	\$875	\$153	\$60	\$0	\$1,385
9/1/35	\$313	\$854	\$156	\$59	\$0	\$1,382
9/1/36	\$335	\$831	\$160	\$57	\$0	\$1,383
9/1/37	\$358	\$806	\$163	\$56	\$0	\$1,382
9/1/38	\$382	\$781	\$166	\$54	\$0	\$1,383
9/1/39	\$409	\$753	\$169	\$52	\$0	\$1,383
9/1/40	\$436	\$723	\$173	\$50	\$0	\$1,382
9/1/41	\$469	\$692	\$176	\$48	\$0	\$1,384
9/1/42	\$501	\$658	\$180	\$45	\$0	\$1,383
9/1/43	\$535	\$621	\$183	\$43	\$0	\$1,382
9/1/44	\$575	\$582	\$187	\$40	\$0	\$1,384
9/1/45	\$614	\$541	\$191	\$37	\$0	\$1,383
9/1/46	\$658	\$496	\$194	\$34	\$0	\$1,383
9/1/47	\$708	\$449	\$198	\$31	\$0	\$1,386
9/1/48	\$760	\$397	\$202	\$27	\$0	\$1,386
9/1/49	\$814	\$342	\$206	\$24	\$0	\$1,386
9/1/50	\$875	\$283	\$210	\$20	\$0	\$1,389
9/1/51	\$940	\$220	\$215	\$15	\$0	\$1,389
9/1/52	\$1,009	\$152	\$219	\$10	\$0	\$1,390
9/1/53	\$1,083	\$78	\$223	\$5	\$0	\$1,390
Total	\$14,209	\$21,069	\$5,102	\$1,435	(\$258)	\$41,558

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix G-5
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 3 (40 Ft Lot)
0.60
\$9,368.60

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$170	\$0	\$0	(\$170)	\$0
9/1/24	\$107	\$679	\$83	\$47	\$0	\$916
9/1/25	\$114	\$671	\$85	\$46	\$0	\$916
9/1/26	\$120	\$663	\$86	\$46	\$0	\$916
9/1/27	\$127	\$654	\$88	\$45	\$0	\$914
9/1/28	\$135	\$645	\$90	\$45	\$0	\$914
9/1/29	\$143	\$635	\$92	\$44	\$0	\$914
9/1/30	\$151	\$625	\$93	\$43	\$0	\$913
9/1/31	\$161	\$614	\$95	\$42	\$0	\$913
9/1/32	\$171	\$602	\$97	\$42	\$0	\$912
9/1/33	\$182	\$590	\$99	\$41	\$0	\$912
9/1/34	\$195	\$577	\$101	\$40	\$0	\$913
9/1/35	\$206	\$563	\$103	\$39	\$0	\$911
9/1/36	\$221	\$548	\$105	\$38	\$0	\$912
9/1/37	\$236	\$532	\$107	\$37	\$0	\$911
9/1/38	\$252	\$515	\$109	\$35	\$0	\$912
9/1/39	\$270	\$496	\$112	\$34	\$0	\$912
9/1/40	\$288	\$477	\$114	\$33	\$0	\$911
9/1/41	\$309	\$456	\$116	\$31	\$0	\$912
9/1/42	\$330	\$434	\$118	\$30	\$0	\$912
9/1/43	\$353	\$410	\$121	\$28	\$0	\$912
9/1/44	\$379	\$384	\$123	\$26	\$0	\$913
9/1/45	\$405	\$357	\$126	\$25	\$0	\$912
9/1/46	\$434	\$327	\$128	\$23	\$0	\$912
9/1/47	\$467	\$296	\$131	\$20	\$0	\$914
9/1/48	\$501	\$262	\$133	\$18	\$0	\$914
9/1/49	\$537	\$226	\$136	\$16	\$0	\$914
9/1/50	\$577	\$187	\$139	\$13	\$0	\$916
9/1/51	\$619	\$145	\$142	\$10	\$0	\$916
9/1/52	\$665	\$100	\$144	\$7	\$0	\$916
9/1/53	\$714	\$52	\$147	\$4	\$0	\$916
Total	\$9,369	\$13,891	\$3,364	\$946	(\$170)	\$27,401

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix G-6
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 4 (BTR Lot)
0.51
\$7,963.31

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$144	\$0	\$0	(\$144)	\$0
9/1/24	\$91	\$577	\$70	\$40	\$0	\$779
9/1/25	\$97	\$571	\$72	\$39	\$0	\$779
9/1/26	\$102	\$564	\$73	\$39	\$0	\$778
9/1/27	\$108	\$556	\$75	\$38	\$0	\$777
9/1/28	\$115	\$548	\$76	\$38	\$0	\$777
9/1/29	\$122	\$540	\$78	\$37	\$0	\$777
9/1/30	\$129	\$531	\$79	\$37	\$0	\$776
9/1/31	\$137	\$522	\$81	\$36	\$0	\$776
9/1/32	\$145	\$512	\$83	\$35	\$0	\$775
9/1/33	\$155	\$502	\$84	\$35	\$0	\$775
9/1/34	\$166	\$490	\$86	\$34	\$0	\$776
9/1/35	\$176	\$478	\$88	\$33	\$0	\$774
9/1/36	\$188	\$466	\$89	\$32	\$0	\$775
9/1/37	\$200	\$452	\$91	\$31	\$0	\$775
9/1/38	\$214	\$437	\$93	\$30	\$0	\$775
9/1/39	\$229	\$422	\$95	\$29	\$0	\$775
9/1/40	\$245	\$405	\$97	\$28	\$0	\$775
9/1/41	\$263	\$388	\$99	\$27	\$0	\$776
9/1/42	\$281	\$369	\$101	\$25	\$0	\$775
9/1/43	\$300	\$348	\$103	\$24	\$0	\$775
9/1/44	\$322	\$326	\$105	\$23	\$0	\$776
9/1/45	\$344	\$303	\$107	\$21	\$0	\$775
9/1/46	\$369	\$278	\$109	\$19	\$0	\$775
9/1/47	\$397	\$251	\$111	\$17	\$0	\$777
9/1/48	\$426	\$223	\$113	\$15	\$0	\$777
9/1/49	\$456	\$192	\$116	\$13	\$0	\$777
9/1/50	\$491	\$159	\$118	\$11	\$0	\$778
9/1/51	\$527	\$123	\$120	\$8	\$0	\$779
9/1/52	\$565	\$85	\$123	\$6	\$0	\$779
9/1/53	\$607	\$44	\$125	\$3	\$0	\$779
Total	\$7,963	\$11,808	\$2,859	\$804	(\$144)	\$23,291

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

APPENDIX H
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix H-1
Improvement Area #1 Assessment Roll

Parcel
Equivalent Units
Assessment

1011602, 2850100, part of 2841
45
\$21,016

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$291,948	\$0	\$0	\$0	\$0	(\$291,948)	\$0
9/1/24	\$203,000	\$1,167,790	\$40,000	\$221,506	\$40,800	\$89,830	\$0	\$1,762,9
9/1/25	\$216,000	\$1,154,595	\$42,000	\$174,881	\$41,616	\$88,815	\$0	\$1,717,9
9/1/26	\$230,000	\$1,140,555	\$45,000	\$172,441	\$42,448	\$87,735	\$0	\$1,718,1
9/1/27	\$244,000	\$1,125,605	\$47,000	\$169,826	\$43,297	\$86,585	\$0	\$1,716,3
9/1/28	\$260,000	\$1,109,745	\$50,000	\$167,096	\$44,163	\$85,365	\$0	\$1,716,3
9/1/29	\$277,000	\$1,092,845	\$53,000	\$164,191	\$45,046	\$84,065	\$0	\$1,716,1
9/1/30	\$295,000	\$1,074,840	\$56,000	\$161,111	\$45,947	\$82,680	\$0	\$1,715,5
9/1/31	\$315,000	\$1,055,665	\$59,000	\$157,858	\$46,866	\$81,205	\$0	\$1,715,5
9/1/32	\$335,000	\$1,035,190	\$63,000	\$154,430	\$47,804	\$79,630	\$0	\$1,715,0
9/1/33	\$357,000	\$1,013,415	\$66,000	\$150,770	\$48,760	\$77,955	\$0	\$1,713,8
9/1/34	\$381,000	\$990,210	\$70,000	\$146,935	\$49,735	\$76,170	\$0	\$1,714,0
9/1/35	\$406,000	\$965,445	\$74,000	\$142,868	\$50,730	\$74,265	\$0	\$1,713,3
9/1/36	\$434,000	\$939,055	\$79,000	\$138,569	\$51,744	\$72,235	\$0	\$1,714,6
9/1/37	\$463,000	\$910,845	\$83,000	\$133,979	\$52,779	\$70,065	\$0	\$1,713,6
9/1/38	\$494,000	\$880,750	\$88,000	\$129,156	\$53,835	\$67,750	\$0	\$1,713,4
9/1/39	\$527,000	\$848,640	\$93,000	\$124,044	\$54,911	\$65,280	\$0	\$1,712,8
9/1/40	\$563,000	\$814,385	\$98,000	\$118,640	\$56,010	\$62,645	\$0	\$1,712,6
9/1/41	\$601,000	\$777,790	\$104,000	\$112,946	\$57,130	\$59,830	\$0	\$1,712,6
9/1/42	\$641,000	\$738,725	\$110,000	\$106,904	\$58,272	\$56,825	\$0	\$1,711,7
9/1/43	\$685,000	\$697,060	\$117,000	\$100,513	\$59,438	\$53,620	\$0	\$1,712,6
9/1/44	\$732,000	\$652,535	\$123,000	\$93,715	\$60,627	\$50,195	\$0	\$1,712,0
9/1/45	\$782,000	\$604,955	\$131,000	\$86,569	\$61,839	\$46,535	\$0	\$1,712,8
9/1/46	\$835,000	\$554,125	\$138,000	\$78,958	\$63,076	\$42,625	\$0	\$1,711,7
9/1/47	\$892,000	\$499,850	\$146,000	\$70,940	\$64,337	\$38,450	\$0	\$1,711,5
9/1/48	\$953,000	\$441,870	\$155,000	\$62,458	\$65,624	\$33,990	\$0	\$1,711,9
9/1/49	\$1,019,000	\$379,925	\$164,000	\$53,452	\$66,937	\$29,225	\$0	\$1,712,5
9/1/50	\$1,089,000	\$313,690	\$173,000	\$43,924	\$68,275	\$24,130	\$0	\$1,712,0
9/1/51	\$1,164,000	\$242,905	\$183,000	\$33,872	\$69,641	\$18,685	\$0	\$1,712,1
9/1/52	\$1,244,000	\$167,245	\$194,000	\$23,240	\$71,034	\$12,865	\$0	\$1,712,3
9/1/53	\$1,329,000	\$86,385	\$206,000	\$11,969	\$72,454	\$6,645	\$0	\$1,712,4
Total	\$17,966,000	\$23,768,583	\$3,050,000	\$3,507,758	\$1,655,178	\$1,805,895	(\$291,948)	\$51,461,4

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA - Levy Ordinance)

Appendix H-2
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 1 (60 Ft Lot)
1.0
\$46,068.00

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$640	\$0	\$0	\$0	\$0	(\$640)	\$0
9/1/24	\$445	\$2,560	\$88	\$486	\$89	\$197	\$0	\$3,864
9/1/25	\$473	\$2,531	\$92	\$383	\$91	\$195	\$0	\$3,766
9/1/26	\$504	\$2,500	\$99	\$378	\$93	\$192	\$0	\$3,766
9/1/27	\$535	\$2,467	\$103	\$372	\$95	\$190	\$0	\$3,762
9/1/28	\$570	\$2,433	\$110	\$366	\$97	\$187	\$0	\$3,762
9/1/29	\$607	\$2,396	\$116	\$360	\$99	\$184	\$0	\$3,762
9/1/30	\$647	\$2,356	\$123	\$353	\$101	\$181	\$0	\$3,761
9/1/31	\$691	\$2,314	\$129	\$346	\$103	\$178	\$0	\$3,761
9/1/32	\$734	\$2,269	\$138	\$339	\$105	\$175	\$0	\$3,760
9/1/33	\$783	\$2,221	\$145	\$330	\$107	\$171	\$0	\$3,757
9/1/34	\$835	\$2,171	\$153	\$322	\$109	\$167	\$0	\$3,757
9/1/35	\$890	\$2,116	\$162	\$313	\$111	\$163	\$0	\$3,756
9/1/36	\$951	\$2,058	\$173	\$304	\$113	\$158	\$0	\$3,759
9/1/37	\$1,015	\$1,997	\$182	\$294	\$116	\$154	\$0	\$3,756
9/1/38	\$1,083	\$1,931	\$193	\$283	\$118	\$149	\$0	\$3,756
9/1/39	\$1,155	\$1,860	\$204	\$272	\$120	\$143	\$0	\$3,755
9/1/40	\$1,234	\$1,785	\$215	\$260	\$123	\$137	\$0	\$3,754
9/1/41	\$1,317	\$1,705	\$228	\$248	\$125	\$131	\$0	\$3,754
9/1/42	\$1,405	\$1,619	\$241	\$234	\$128	\$125	\$0	\$3,752
9/1/43	\$1,502	\$1,528	\$256	\$220	\$130	\$118	\$0	\$3,754
9/1/44	\$1,605	\$1,430	\$270	\$205	\$133	\$110	\$0	\$3,753
9/1/45	\$1,714	\$1,326	\$287	\$190	\$136	\$102	\$0	\$3,755
9/1/46	\$1,830	\$1,215	\$303	\$173	\$138	\$93	\$0	\$3,752
9/1/47	\$1,955	\$1,096	\$320	\$156	\$141	\$84	\$0	\$3,752
9/1/48	\$2,089	\$969	\$340	\$137	\$144	\$75	\$0	\$3,753
9/1/49	\$2,234	\$833	\$359	\$117	\$147	\$64	\$0	\$3,754
9/1/50	\$2,387	\$688	\$379	\$96	\$150	\$53	\$0	\$3,753
9/1/51	\$2,552	\$532	\$401	\$74	\$153	\$41	\$0	\$3,753
9/1/52	\$2,727	\$367	\$425	\$51	\$156	\$28	\$0	\$3,754
9/1/53	\$2,913	\$189	\$452	\$26	\$159	\$15	\$0	\$3,754
Total	\$39,383	\$52,102	\$6,686	\$7,689	\$3,628	\$3,959	(\$640)	\$112,807

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix H-3
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 2 (55 Ft Lo
0.9
\$41,922.5

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$582	\$0	\$0	\$0	\$0	(\$582)	\$0
9/1/24	\$405	\$2,329	\$80	\$442	\$81	\$179	\$0	\$3,517
9/1/25	\$431	\$2,303	\$84	\$349	\$83	\$177	\$0	\$3,427
9/1/26	\$459	\$2,275	\$90	\$344	\$85	\$175	\$0	\$3,427
9/1/27	\$487	\$2,245	\$94	\$339	\$86	\$173	\$0	\$3,424
9/1/28	\$519	\$2,214	\$100	\$333	\$88	\$170	\$0	\$3,424
9/1/29	\$553	\$2,180	\$106	\$328	\$90	\$168	\$0	\$3,423
9/1/30	\$588	\$2,144	\$112	\$321	\$92	\$165	\$0	\$3,422
9/1/31	\$628	\$2,106	\$118	\$315	\$93	\$162	\$0	\$3,422
9/1/32	\$668	\$2,065	\$126	\$308	\$95	\$159	\$0	\$3,421
9/1/33	\$712	\$2,022	\$132	\$301	\$97	\$156	\$0	\$3,419
9/1/34	\$760	\$1,975	\$140	\$293	\$99	\$152	\$0	\$3,419
9/1/35	\$810	\$1,926	\$148	\$285	\$101	\$148	\$0	\$3,418
9/1/36	\$866	\$1,873	\$158	\$276	\$103	\$144	\$0	\$3,420
9/1/37	\$924	\$1,817	\$166	\$267	\$105	\$140	\$0	\$3,418
9/1/38	\$985	\$1,757	\$176	\$258	\$107	\$135	\$0	\$3,418
9/1/39	\$1,051	\$1,693	\$186	\$247	\$110	\$130	\$0	\$3,417
9/1/40	\$1,123	\$1,625	\$195	\$237	\$112	\$125	\$0	\$3,416
9/1/41	\$1,199	\$1,552	\$207	\$225	\$114	\$119	\$0	\$3,416
9/1/42	\$1,279	\$1,474	\$219	\$213	\$116	\$113	\$0	\$3,415
9/1/43	\$1,366	\$1,390	\$233	\$201	\$119	\$107	\$0	\$3,416
9/1/44	\$1,460	\$1,302	\$245	\$187	\$121	\$100	\$0	\$3,415
9/1/45	\$1,560	\$1,207	\$261	\$173	\$123	\$93	\$0	\$3,417
9/1/46	\$1,666	\$1,105	\$275	\$158	\$126	\$85	\$0	\$3,415
9/1/47	\$1,779	\$997	\$291	\$142	\$128	\$77	\$0	\$3,414
9/1/48	\$1,901	\$881	\$309	\$125	\$131	\$68	\$0	\$3,415
9/1/49	\$2,033	\$758	\$327	\$107	\$134	\$58	\$0	\$3,416
9/1/50	\$2,172	\$626	\$345	\$88	\$136	\$48	\$0	\$3,415
9/1/51	\$2,322	\$485	\$365	\$68	\$139	\$37	\$0	\$3,415
9/1/52	\$2,482	\$334	\$387	\$46	\$142	\$26	\$0	\$3,416
9/1/53	\$2,651	\$172	\$411	\$24	\$145	\$13	\$0	\$3,416
Total	\$35,838	\$47,413	\$6,084	\$6,997	\$3,302	\$3,602	(\$582)	\$102,654

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)

Appendix H-4
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 3 (40 Ft Lo
0.0
\$27,641.1

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$384	\$0	\$0	\$0	\$0	(\$384)	\$0
9/1/24	\$267	\$1,536	\$53	\$291	\$54	\$118	\$0	\$2,319
9/1/25	\$284	\$1,519	\$55	\$230	\$55	\$117	\$0	\$2,259
9/1/26	\$303	\$1,500	\$59	\$227	\$56	\$115	\$0	\$2,260
9/1/27	\$321	\$1,480	\$62	\$223	\$57	\$114	\$0	\$2,257
9/1/28	\$342	\$1,460	\$66	\$220	\$58	\$112	\$0	\$2,257
9/1/29	\$364	\$1,437	\$70	\$216	\$59	\$111	\$0	\$2,257
9/1/30	\$388	\$1,414	\$74	\$212	\$60	\$109	\$0	\$2,256
9/1/31	\$414	\$1,388	\$78	\$208	\$62	\$107	\$0	\$2,256
9/1/32	\$441	\$1,362	\$83	\$203	\$63	\$105	\$0	\$2,256
9/1/33	\$470	\$1,333	\$87	\$198	\$64	\$103	\$0	\$2,254
9/1/34	\$501	\$1,302	\$92	\$193	\$65	\$100	\$0	\$2,254
9/1/35	\$534	\$1,270	\$97	\$188	\$67	\$98	\$0	\$2,253
9/1/36	\$571	\$1,235	\$104	\$182	\$68	\$95	\$0	\$2,255
9/1/37	\$609	\$1,198	\$109	\$176	\$69	\$92	\$0	\$2,254
9/1/38	\$650	\$1,158	\$116	\$170	\$71	\$89	\$0	\$2,254
9/1/39	\$693	\$1,116	\$122	\$163	\$72	\$86	\$0	\$2,253
9/1/40	\$740	\$1,071	\$129	\$156	\$74	\$82	\$0	\$2,253
9/1/41	\$790	\$1,023	\$137	\$149	\$75	\$79	\$0	\$2,253
9/1/42	\$843	\$972	\$145	\$141	\$77	\$75	\$0	\$2,251
9/1/43	\$901	\$917	\$154	\$132	\$78	\$71	\$0	\$2,253
9/1/44	\$963	\$858	\$162	\$123	\$80	\$66	\$0	\$2,252
9/1/45	\$1,029	\$796	\$172	\$114	\$81	\$61	\$0	\$2,253
9/1/46	\$1,098	\$729	\$182	\$104	\$83	\$56	\$0	\$2,251
9/1/47	\$1,173	\$657	\$192	\$93	\$85	\$51	\$0	\$2,251
9/1/48	\$1,253	\$581	\$204	\$82	\$86	\$45	\$0	\$2,252
9/1/49	\$1,340	\$500	\$216	\$70	\$88	\$38	\$0	\$2,252
9/1/50	\$1,432	\$413	\$228	\$58	\$90	\$32	\$0	\$2,252
9/1/51	\$1,531	\$319	\$241	\$45	\$92	\$25	\$0	\$2,252
9/1/52	\$1,636	\$220	\$255	\$31	\$93	\$17	\$0	\$2,252
9/1/53	\$1,748	\$114	\$271	\$16	\$95	\$9	\$0	\$2,252
Total	\$23,630	\$31,261	\$4,011	\$4,614	\$2,177	\$2,375	(\$384)	\$67,684

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Levy Ordinance)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Cross Creek Meadows IA #1 - Levy Ordinance

Action Requested:

Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cross Creek Meadows Public Improvement District Service and Assessment Plan, including the Improvement Area #1 Assessment Roll; making a finding of special benefit to property within Improvement Area #1 of the Cross Creek Meadows Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cross Creek Meadows IA #1 – Levy Ordinance) (Pollard)

Background:

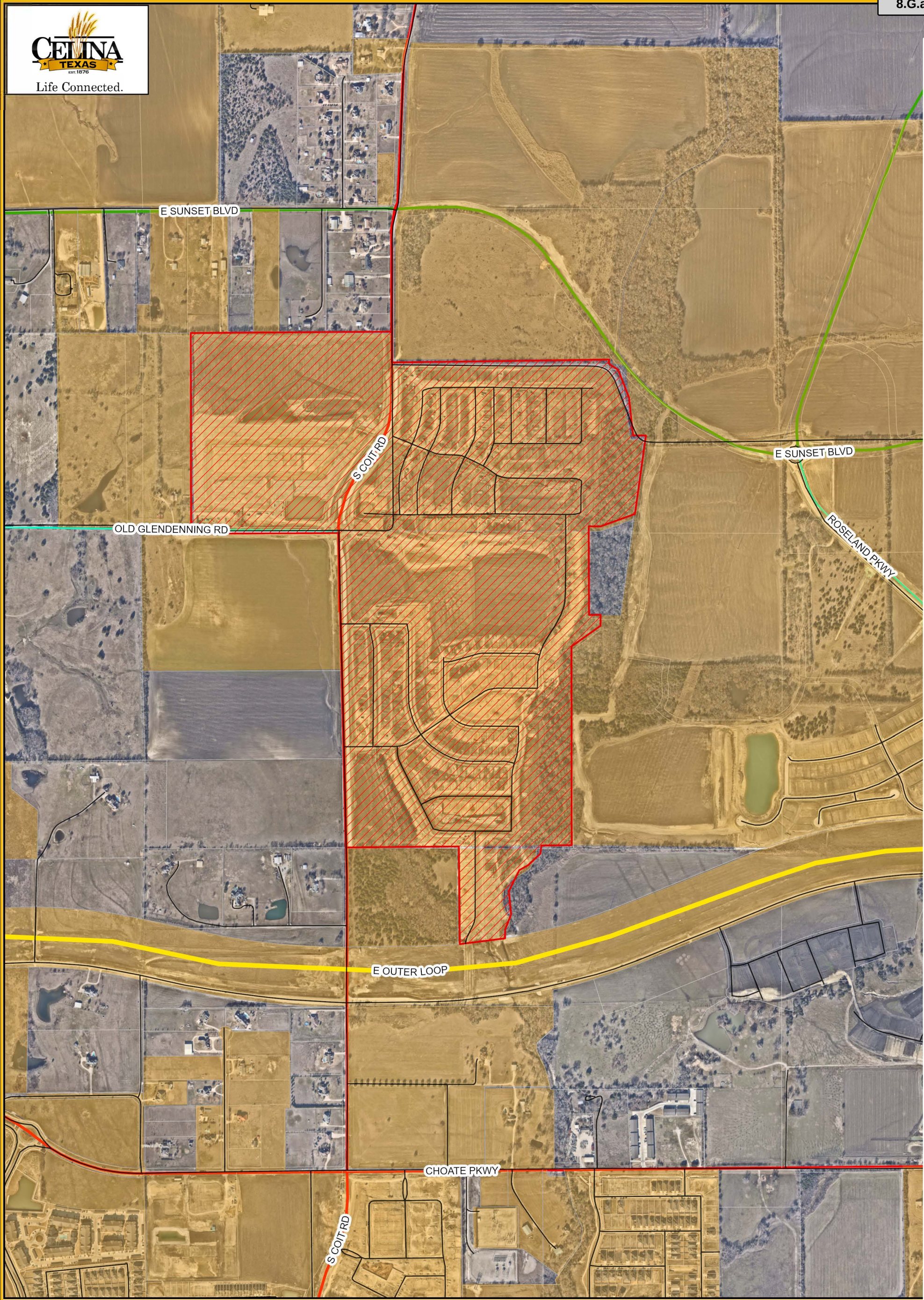
Please refer to the attachments for additional information.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

Staff recommends approval.

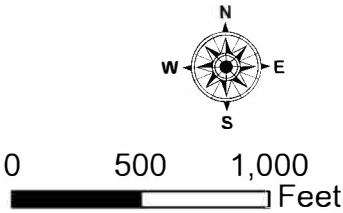


Attachment: Location Map (Cross Creek Meadows IA #1 – Levy Ordinance)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cross Creek Meadows
Location Map
City of Celina



ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #1 ASSESSMENT ROLL FOR THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the city limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-31R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cross Creek Meadows Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on April 17, 2023, the City Secretary filed a copy of Resolution No. 2023-31R with the County Clerk of each County in which all or part of the District is located; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, all of the property within the District is now within the corporate boundaries of the City; and

WHEREAS, on April 11, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Improvement Area #1 of District; calling for a public hearing to consider an ordinance levying assessments on

property within Improvement Area #1 of the District (the “Assessments”); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Improvement Area #1 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Improvement Area #1 of the District (the “Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on April 12, 2023, the City Secretary filed the Improvement Area #1 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 24, 2023 in the *Celina Record*, a newspaper of general circulation in the City ; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, on May 9, 2023, the City Council opened and convened the hearing and the City Council recessed such public hearing until June 13, 2023; and

WHEREAS, on June 13, 2023 the City Council reconvened the Levy and Assessment Hearing first opened on May 9, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) (the “Improvement Area #1 Projects”), the purposes of the Assessments, the special benefits of the Improvement Area #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #1 Assessment Roll and the Cross Creek Meadows Public Improvement District Service and Assessment Plan, dated June 13, 2023, in a form substantially similar to the attached **Exhibit A** (as updated, the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Improvement Assessment #1 Roll attached thereto as Appendix H (the “Improvement Area #1 Assessment Roll”); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Improvement Area #1 Projects (as described in the Service and Assessment Plan), the Improvement Area #1 Assessment Roll, or the levy of the Assessments against the Improvement Area #1 Assessed Property; and

WHEREAS, the owners (the “Landowners”), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Improvement Area #1 Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Improvement Area #1 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Improvement Area #1 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Improvement Area #1 Assessed Property will receive from the construction of the Improvement Area #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Improvement Area #1 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Improvement Area #1 Projects to be assessed against the Improvement Area #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Improvement Area #1 Assessed Property because of the Improvement Area #1 Projects;

(d) All of the real property in Improvement Area #1 of the District which is being assessed in the amounts shown in the Improvement Area #1 Assessment Roll, will be benefited by the Improvement Area #1 Projects proposed to be constructed as described

in the Service and Assessment Plan, and each assessed parcel of Improvement Area #1 Assessed Property will receive special benefits during the term of the Improvement Area #1 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Improvement Area #1 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Improvement Area #1 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #1 Assessment Roll should be approved as the assessment roll for the Improvement Area #1 Assessed Property within the Improvement Area #1 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the Improvement Area #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Improvement Area #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the Improvement Area #1 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the improvement Area #1 Projects.

(a) The City Council hereby levies an assessment on each parcel of Improvement Area #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown on the Improvement Area #1 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #1 Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Improvement Area #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Improvement Area #1 Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Improvement Area #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Improvement Area #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and

the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) **Appointment of Administrator.**

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) **Appointment of Collector.**

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

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

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

PASSED AND ADOPTED, this the 13th day of June, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

STATE OF TEXAS

www

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2023
by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

June 13, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On April 11, 2023 the City Council of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2023-__R approving and authorizing the creation of the Cross Creek Meadows Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district, which was located within the corporate limits of the City at the time it was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Cross Creek Meadows Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

B. DEFINITIONS

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

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

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

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

“Additional Interest Component” means the amount collected by application of the Additional Interest.

“Additional Interest Reserve” has the meaning set forth in Section V.G of this Service and Assessment Plan.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in Section IV.A of this Service and Assessment Plan.

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

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

“Assessment Ordinance” means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Improvement Area #1 Assessment Roll, the Major Improvement Area Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

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

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Collin County, Texas.

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

“Developer” means, Taylor Morrison of Texas, Inc., and any of its successors or assigns developing lands within the PID.

“Development Agreement” means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City CCD – Coit Land, LLC, effective August 17, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

“Future Improvement Area(s)” means Improvement Areas that are fully developed after Improvement Area #1 and the Major Improvement Area BTR Property, as such areas are generally depicted and described in Appendix A.

“Future Improvement Area Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

“Future Improvement Area Improvements” means those Authorized Improvements associated with any Future Improvement Area(s).

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

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

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

“Improvement Area #1” means the initial Improvement Area to be developed and generally shown in Appendix A as Phase #1 and Phase #2, as specifically depicted and described as the sum of all Parcels shown in Appendix H and further described in Appendix C-3.

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

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

“Improvement Area #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Assessments” mean the Assessments levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Bonds” mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) that are secured primarily by Improvement Area #1 Assessment Revenues. The term Improvement Area #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Improvement Area #1 Projects currently being constructed pursuant to the Improvement Area #1 Reimbursement Agreement and which, if issued, will also be secured by the Improvement Area #1 Assessment Revenues.

“Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit Improvement Area #1, which are described in Section III.C.

“Improvement Area #1 Maximum Assessment Per Equivalent Unit” means for Improvement Area #1, an Assessment per unit related to the Improvement Area #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot) - \$46,068.52
 Lot Type 2 (55 Ft Lot) - \$41,922.36
 Lot Type 3 (40 Ft Lot) - \$27,641.11

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

“Improvement Area #1 Reimbursement Agreement” means that certain Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement dated May 9, 2023 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Improvement Area #1 Projects and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

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

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

“Major Improvement Area” means the property within the PID, excluding Improvement Area #1, which is to be developed subsequent to Improvement Area #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the PID other than (i) Non-Benefited Property, and (ii) Parcels within Improvement Area #1.

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

“Major Improvement Area Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance

with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Assessments” mean the Assessments levied on the Major Improvement Area as shown on the Major Improvement Area Assessment Roll.

“Major Improvement Area Bonds” mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project) that are secured primarily by Major Improvement Area Assessment Revenues.

“Major Improvement Area BTR Property” means the property in the Major Improvement Area to be developed as build to rent (BTR) units as generally shown in Appendix A as Build to Rent and further described as a 24.976 acre tract in Appendix C-2. The Major Improvement Area BTR Property will be assessed exclusively for its proportional share of the Major Improvements, as described in Section V.C. The Budgeted Costs of any direct Authorized Improvement which only benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property.

“Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit” means for the Major Improvement Area BTR Property, an Assessment per unit related to the Major Improvement Area BTR Property’s share of the Major Improvement Area Projects for each applicable Lot Type as follows:

Lot Type 4 (BTR Lot) - \$7,963.31

“Major Improvement Area Projects” mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B.

“Major Improvements” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Maximum Assessment Per Equivalent Unit” means, as applicable, the Improvement Area #1 Maximum Assessment Per Equivalent Unit, the Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit, or any other Maximum Assessment Per Equivalent Unit in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted

to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.F.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

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

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

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

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

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

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 245.241 acres of land. A map of the property within the PID is shown on Appendix A and further described in Appendix C-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 823 single family residential units and 266 build to rent (BTR) units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	191	Units
Single-Family - 55 Ft	385	Units
Single-Family - 40 Ft	247	Units
BTR	266	Units
Total	1,089	Units

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 153.038 acres and is projected to consist of 550 single family residential units, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A and further described in Appendix C-3.

The property within Improvement Area #1 is proposed to be developed as shown in Table II-B.

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Single-Family – 60 Ft	138	Units
Single-Family - 55 Ft	229	Units
Single-Family - 40 Ft	183	Units
Total	550	Units

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C. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA (MAJOR IMPROVEMENT AREA BTR PROPERTY AND FUTURE IMPROVEMENT AREAS)

The Major Improvement Area consists of approximately 92.22 acres and is projected to consist of approximately 273 single family residential units and 266 build to rent (BTR) units, as further described in Section III. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C-2.

The property within the Major Improvement Area is proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	53	Units
Single-Family - 55 Ft	156	Units
Single-Family - 40 Ft	64	Units
BTR	266	Units
Total	539	Units

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or related reimbursement agreements may be executed for each new Improvement Area. In connection with the issuance of each new Future Improvement Area Bond and/or each related reimbursement agreement, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area as shown for Improvement Area #1 in Section II.B. A map of the projected property within the Future Improvement Area is shown in Appendix A. The Future Improvement Area is shown for illustrative purposes only and is subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Improvement Area is developed.

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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

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

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

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

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

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

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

A description of the Major Improvements are as follows:

Roadway Improvements

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

Water Improvements

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

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, and storm water detention facilities which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-A
Budgeted Costs – Major Improvements

Authorized Improvements	Total Major Improvement Costs	Improvement Area #1 Allocated Amount¹	Major Improvement Area Allocated Amount¹
Roadway improvements	\$3,174,400	\$1,754,862	\$1,419,538
Water improvements	\$2,000,145	\$1,105,714	\$894,431
Sanitary sewer improvements	\$1,763,987	\$975,162	\$788,825
Storm drainage improvements	\$1,489,957	\$823,673	\$666,284
Other soft and miscellaneous costs	\$1,869,650	\$1,033,574	\$836,076
Total Authorized Improvements	\$10,298,139	\$5,692,985	\$4,605,154

Note: Costs provided by KFM Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Major Improvements amount does not change.

¹Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

C. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #1 IMPROVEMENTS

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

Roadway Improvements

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

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

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

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-B
Budgeted Costs – Improvement Area #1 Projects

Authorized Improvements	Improvement Area #1's Proportional Share of Major Improvements¹	Improvement Area #1 Improvements	Total Improvement Area #1 Projects²
Roadway improvements	\$1,754,862	\$7,115,252	\$8,870,114
Water improvements	\$1,105,714	\$2,365,216	\$3,470,930
Sanitary sewer improvements	\$975,162	\$1,972,944	\$2,948,105
Storm drainage improvements	\$823,673	\$3,530,159	\$4,353,832
Other soft and miscellaneous costs	\$1,033,574	\$749,179	\$1,782,753
Total Authorized Improvements	\$5,692,985	\$15,732,749	\$21,425,734

¹ See Table III-A. Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

² Costs provided by KFM Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Projects amount does not change.

D. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued and/or related reimbursement agreements are executed, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-C will be added to show the costs

for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that construction of the Major Improvement Area Projects will be completed in the second quarter of 2023. Construction of the Improvement Area #1 Projects benefitting Phase #1 of Improvement Area #1 is complete, and it is anticipated that the construction of the Improvement Area #1 Projects benefitting Phase #2 of Improvement Area #1 will be completed in the third quarter of 2024. At some point after all or a portion of the Major Improvement Area Projects and Improvement Area #1 Projects are constructed, development in Future Improvement Areas will begin, with each Future Improvement Area to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Budgeted Costs for Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Major Improvement Area is \$5,762,000 as shown in Table IV-A. The Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are \$24,790,006 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The Budgeted Costs of any direct Authorized Improvement which only benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property.

As Future Improvement Areas are developed in connection with the issuance of Future Improvement Area Bonds and/or execution of a related reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-C will be amended to show the sources and uses for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed, etc.).

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The Major Improvement Area Bonds shown in Table IV-A are being issued in 2023 and will be used to finance the Budgeted Costs of the Major Improvement Area Projects.

Table IV-A
Projected Sources and Uses – Major Improvement Area

Sources of Funds	Major Improvement Area Bonds
Par amount	\$5,762,000
Total Sources	\$5,762,000
Uses of Funds	
Major Improvement Area Projects¹:	
Road improvements	\$1,419,538
Water improvements	\$894,431
Sanitary sewer improvements	\$788,825
Storm drainage improvements	\$666,284
Other soft and miscellaneous costs	\$836,076
<i>Subtotal</i>	<i>\$4,605,154</i>
<u>Bond Issuance Costs:</u>	
Cost of issuance	\$345,805
Capitalized interest	\$104,436
Reserve fund	\$483,745
Administrative Expenses	\$50,000
Underwriters discount	\$172,860
<i>Subtotal</i>	<i>\$1,156,846</i>
Total Uses	\$5,762,000

¹See Table III-A for details.

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The Improvement Area #1 Bonds shown in Table IV-B are being issued in 2023 and will be used to finance a portion of the costs of the Improvement Area #1 Projects. The City and the Developer are entering into the Improvement Area #1 Reimbursement Agreement in 2023 to finance a portion of the Budgeted Costs of the Improvement Area #1 Projects, as shown in Table IV-B.

Table IV-B
Projected Sources and Uses – Improvement Area #1

Sources of Funds	Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Agreement	Total
Improvement Area #1 Bonds	\$17,966,000	\$0	\$17,966,000
Improvement Area #1 Reimbursement Agreement	\$0	\$3,050,000	\$3,050,000
Other funding sources ¹	\$0	\$3,774,006	\$3,774,006
Total Sources	\$17,966,000	\$6,824,006	\$24,790,006
Uses of Funds			
<u>Major Improvements²:</u>			
Road improvements	\$1,195,946	\$558,916	\$1,754,862
Water improvements	\$753,549	\$352,165	\$1,105,714
Sanitary sewer improvements	\$664,577	\$310,585	\$975,162
Storm drainage improvements	\$561,337	\$262,337	\$823,673
Other soft and miscellaneous costs	\$704,385	\$329,189	\$1,033,574
<i>Subtotal</i>	<i>\$3,879,793</i>	<i>\$1,813,192</i>	<i>\$5,692,985</i>
<u>Improvement Area #1 Improvements³:</u>			
Road improvements	\$4,849,074	\$2,266,178	\$7,115,252
Water improvements	\$1,611,904	\$753,311	\$2,365,216
Sanitary sewer improvements	\$1,344,569	\$628,374	\$1,972,944
Storm drainage improvements	\$2,405,818	\$1,124,341	\$3,530,159
Other soft and miscellaneous costs	\$510,568	\$238,610	\$749,179
<i>Subtotal</i>	<i>\$10,721,934</i>	<i>\$5,010,815</i>	<i>\$15,732,749</i>
<u>Bond Issuance Costs:</u>			
Cost of issuance	\$1,077,960	\$0	\$1,077,960
Capitalized interest	\$291,948	\$0	\$291,948
Reserve fund	\$1,415,385	\$0	\$1,415,385
Administrative Expenses	\$40,000	\$0	\$40,000
Underwriters discount	\$538,980	\$0	\$538,980
<i>Subtotal</i>	<i>\$3,364,273</i>	<i>\$0</i>	<i>\$3,364,273</i>
Total Uses	\$17,966,000	\$6,824,006	\$24,790,006

¹The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City. Any Actual Costs of Authorized Improvements incurred prior to Bond closing are not required to be deposited and are therefore deducted from any Developer deposit requirement. This deducted amount shall be submitted to the City for full review and approval by the City prior to submitting the first Certification for Payment payable from the project fund.

²See Table III-A for details.

³See Table III-B for details.

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or a reimbursement agreement may be executed to finance the Authorized Improvements required for each new Future Improvement Area.

B. PROJECTED FIVE YEAR SERVICE PLAN

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness
Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Major Improvement Area Annual Installments
2023 ¹	\$5,762,000	\$5,762,000	\$0	\$0
2024	\$0	\$0	\$0	\$563,555
2025	\$0	\$0	\$0	\$563,460
2026	\$0	\$0	\$0	\$563,075
2027	\$0	\$0	\$0	\$562,402
2028	\$0	\$0	\$0	\$562,439
2029	\$0	\$0	\$0	\$562,111
Total	\$5,762,000	\$5,762,000	\$0	\$3,377,042

¹Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds, and interest on the Major Improvement Area Bonds for year 2023 is being funded with capitalized interest.

The annual projected costs shown in Table IV-C are the annual expenditures relating to Major Improvement Area's proportional share of Major Improvements, referred to as the Major Improvement Area Projects, shown in Table III-A, and the costs associated with setting up the PID allocable to the Major Improvement Area and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #1

Year	Annual Projected Cost	Annual Projected Indebtedness ¹	Other Funding Sources ²	Projected Improvement Area #1 Annual Installments
2023 ³	\$24,790,006	\$21,016,000	\$3,774,006	\$0
2024	\$0	\$0	\$0	\$1,762,926
2025	\$0	\$0	\$0	\$1,717,907
2026	\$0	\$0	\$0	\$1,718,179
2027	\$0	\$0	\$0	\$1,716,314
2028	\$0	\$0	\$0	\$1,716,369
2029	\$0	\$0	\$0	\$1,716,147
Total	\$24,790,006	\$21,016,000	\$3,774,006	\$10,347,842

¹Includes amounts to be paid from Improvement Area #1 Assessments related to both the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City.

³Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds, and interest on the Improvement Area #1 Bonds for year 2023 is being funded with capitalized interest. Interest for the amounts anticipated to be paid pursuant to the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID allocable to Improvement Area #1 and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

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

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds and the Major Improvement Area Bonds being issued in 2023, subsequent financings may be issued over the upcoming decade as the Future Improvement Areas of the development are gradually constructed.

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

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The costs of the Major Improvement Area Projects and the Improvement Area #1 Projects shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The costs of the Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property, based on the ratio of Equivalent Units for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.
3. The Major Improvement Area Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Major Improvement Area Assessed Property based on the total estimated Equivalent Units for each Parcel.

4. The Improvement Area #1 Projects costs are allocated to each Parcel within the Improvement Area #1 Assessed Property based on the total estimated Equivalent Units for each Parcel within Improvement Area #1.
5. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
6. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.
7. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

Table V-A provides the estimated allocation of the Budgeted Costs of the Major Improvements between the Major Improvement Area and Improvement Area #1. Table V-B provides the estimated allocation of the Budgeted Costs of the Major Improvement Area Projects between the Major Improvement Area BTR Property and Future Improvement Areas.

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

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvement Area Projects and the

Improvement Area #1 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvement Area Projects and the Improvement Area #1 Projects to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

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

B. SPECIAL BENEFIT

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

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

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

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

Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

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

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement to Improvement Area #1 and the Major Improvement Area. Table V-B summarizes the allocation of the Actual Costs of the Major Improvement Area Projects to the Major Improvement Area BTR Property and Future Improvement Areas. The Budgeted Costs shown in Table V-A and Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 550 single family residential units, and the Major Improvement Area is projected to contain 273 single family residential units and 266 build to rent units. As shown in Appendix F, the total projected Equivalent Units for Improvement Area #1 is calculated as 456.19, and the total projected Equivalent Units for the Major Improvement Area is calculated as 369.02. The total projected Equivalent Units in the PID is, therefore, calculated to be 825.21 (i.e., $456.19 + 369.02 = 825.21$). As a result, 55.28 percent of the Budgeted Costs of the Major Improvements (i.e. $456.19 \div 825.21 = 55.28\%$) are allocated to the Improvement Area #1 Assessed Property, and 44.72 percent of the Budgeted Costs of the Major Improvements (i.e., $369.02 \div 825.21 = 44.72\%$) are allocated to the Major Improvement Area Assessed Property. One hundred percent (100%) of the Improvement Area #1 Improvements are allocated to the Improvement Area #1 Assessed Property. The Budgeted Costs of any direct Authorized Improvement which only benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property. The Major Improvement Area Bonds will fund the Budgeted Costs of the Major Improvement Area Projects. The Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement will fund the Budgeted Costs of the Improvement Area #1 Projects.

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Table V-A
Allocation of the Budgeted Costs of the Major Improvements

Authorized Improvement	Total
Road improvements	\$3,174,400
Water improvements	\$2,000,145
Offsite sanitary sewer improvements	\$1,763,987
Storm drainage improvements	\$1,489,957
Other soft and miscellaneous costs	\$1,869,650
Total Major Improvements¹	\$10,298,139
Improvement Area #1	
Projected total number of Equivalent Units	456.19
% of total Equivalent Units	55.28%
Proportionate Share of Costs	\$5,692,985
Major Improvement Area	
Projected total number of Equivalent Units	369.02
% of total Equivalent Units	44.72%
Proportionate Share of Costs	\$4,605,154

¹See Table III-A for details.

The Major Improvement Area BTR Property is projected to contain 266 build to rent units, and the Future Improvement Areas are projected to contain 273 single family residential units. As shown in Appendix F, the total projected Equivalent units for Major Improvement Area BTR Property is calculated as 135.66, and the total projected Equivalent Units for the Future Improvement Areas is calculated as 233.36. The total projected Equivalent Units in the Future Improvement Area is, therefore, calculated to be 369.02 (i.e., $135.66 + 233.36 = 369.02$). As a result, 36.76 percent of the Budgeted Costs of the Major Improvement Area Projects (i.e., $135.66 \div 369.02 = 36.76\%$) are allocated to the Major Improvement Area BTR Assessed Property, and 63.24 percent of the Budgeted Costs of the Major Improvement Area Projects (i.e., $233.36 \div 369.02 = 63.24\%$) are allocated to the Future Improvement Areas. Table V-B summarizes the allocation of the Actual Costs of the Major Improvement Area Projects to the Major Improvement Area BTR Property and Future Improvement Areas. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

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Table V-B
Allocation of the Budgeted Costs of the Major Improvement Area Projects

Authorized Improvement	Total
Road improvements	\$1,419,538
Water improvements	\$894,431
Offsite sanitary sewer improvements	\$788,825
Storm drainage improvements	\$666,284
Other soft and miscellaneous costs	\$836,076
Total Major Improvement Area Projects¹	\$4,605,154
Major Improvement Area BTR Property	
Projected total number of Equivalent Units	135.66
% of total Equivalent Units	36.76%
Proportionate Share of Costs	\$1,692,958
Future Improvement Areas	
Projected total number of Equivalent Units	233.36
% of total Equivalent Units	63.24%
Proportionate Share of Costs	\$2,912,197

¹See Table III-A for details.

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Major Improvement Area Assessment across the Parcels within the Major Improvement Area Assessed Property based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Major Improvement Area Assessed Property of the Major Improvement Area Projects is at least equal to the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Major Improvement Area Assessments will be apportioned proportionately among each Parcel based on the ratio of the

estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

2. *Assessment Methodology for the Improvement Area #1 Projects*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects to be financed with the Improvement Area #1 Bonds and by the Developer under the Improvement Area #1 Reimbursement Agreement shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel within Improvement Area #1, the Improvement Area #1 Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Improvement Area #1 Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

3. *Assessment Methodology for Future Improvement Areas*

When any given Future Improvement Areas are developed, and Future Improvement Area Bonds for that Future Improvement Area are to be issued and/or a related reimbursement agreement is executed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Future Improvement Area.

E. ASSESSMENTS

The Assessments are being levied on each Parcel of Assessed Property within the Major Improvement Area and Improvement Area #1 according to the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll, attached hereto as Appendix G and Appendix H, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Major Improvement Area Assessment Roll and Improvement Area #1 Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

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

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the applicable Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

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

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

The Annual Installments shall be collected from the Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest or any other funds applicable to the Parcel.

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

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

The Annual Installments shall be collected from the Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Bonds, (ii) principal and interest on the Improvement Area #1 Reimbursement Agreement, (iii) to fund the Additional Interest Reserve described in Section V (with respect to the portion of the assessment securing the Improvement Area #1 Bonds), and (iv) to pay Administrative Expenses related to Improvement Area #1. The Annual Installment for each Parcel in Improvement Area #1 Assessed Property shall be calculated by taking into consideration any available capitalized interest or any other funds applicable to the Parcel.

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

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Improvement Areas (e.g., an appendix will be added as the Assessment Roll for Improvement Area #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

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

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

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

2. Consolidation

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

E. MANDATORY PREPAYMENT OF ASSESSMENTS

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

2. If at any time the Assessment per Equivalent Unit on a Parcel exceeds the applicable Maximum Assessment Per Equivalent Unit (including the Improvement Area #1 Maximum Assessment Per Equivalent Unit with respect to the Improvement Area #1 Assessed Property and the Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit with respect to the Major Improvement Area BTR Property within the Major Improvement Area Assessed Property) calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Improvement Area #1 Maximum Assessment Per Equivalent Unit or Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit, as applicable, calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce

the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve (if applicable). Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with an interest rate of not more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 7.25% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Major Improvement Area Bonds may not exceed the amounts shown on the Major Improvement Area Assessment Roll. The Major Improvement Area Assessment Roll is shown as Appendix G.

Improvement Area #1

Each Assessment for the Improvement Area #1 Assessed Property shall be paid with an interest rate of not more than the actual interest paid on the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement, respectively. Interest on the Improvement Area #1 Bonds is based on an interest rate of 6.50% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Interest on the Improvement Area #1 Reimbursement Agreement shall be paid based on an interest rate of 5.81% per annum for years 1 through 5 and 5.81% per annum following the fifth Annual Installment. The interest on the Improvement Area #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during the previous thirty days prior to the levy of Assessments was 3.81%. The City has determined that the Improvement Area #1 Reimbursement Agreement shall bear interest at the interest rate of 5.81% per annum for years 1 through 5 and 5.81% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.81% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.81%. Furthermore, the Annual Installments related to the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement for the Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is shown as Appendix H.

Reduction of Assessments

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds, Major Improvement Area Bonds, and/or Improvement Area #1 Reimbursement Agreement, as applicable, and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be

produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 Bonds, the Improvement Area #1 Reimbursement Agreement, and the Major Improvement Area Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds).

I. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, and all outstanding payment requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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J. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Improvement Area #1 Bonds remain after all of the Improvement Area #1 Projects are constructed and accepted by the City, and all outstanding requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

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

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the \$5,762,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$5,762,000, which is less than or equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is \$5,762,000 plus annual Administrative Expenses. The Assessment for the Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Projects ¹	\$4,605,154
<u>PID Formation/Bond Costs of Issuance:</u>	
Cost of issuance	\$345,805
Capitalized interest	\$104,436
Reserve fund	\$483,745
Administrative Expense	\$50,000
Underwriters discount	\$172,860
<i>Subtotal</i>	\$1,156,846
Total Special Benefit	\$5,762,000
<u>Special Benefit:</u>	
Total Special Benefit	\$5,762,000
Projected Special Assessment	\$5,762,000
Excess Benefit	\$0

¹See Table III-A for details.

B. IMPROVEMENT AREA #1 ASSESSMENT ROLL

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

The Improvement Area #1 Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-B summarizes the \$24,790,006 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, and the costs of the PID formation and the Improvement Area #1 Bond issuance costs applicable to Improvement Area #1. The par amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement for the Improvement Area #1 Projects is \$21,016,000, which is less than or equal to the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is \$21,016,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #1 Projects ¹	\$21,425,734
<u>PID Formation/Bond Costs of Issuance:</u>	
Cost of issuance	\$1,077,960
Capitalized interest	\$291,948
Reserve fund	\$1,415,385
Administrative Expense	\$40,000
Underwriter's discount	\$538,980
<i>Subtotal</i>	\$3,364,273
Total Special Benefit	\$24,790,006
<u>Special Benefit:</u>	
Total Special Benefit	\$24,790,006
Projected Assessment	\$21,016,000
Excess Benefit	\$3,774,006

¹See Table III-B for details.

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C. FUTURE IMPROVEMENT AREAS ASSESSMENT ROLLS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds and/or approval of a reimbursement agreement. This update shall reflect the actual interest on the Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

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

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

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

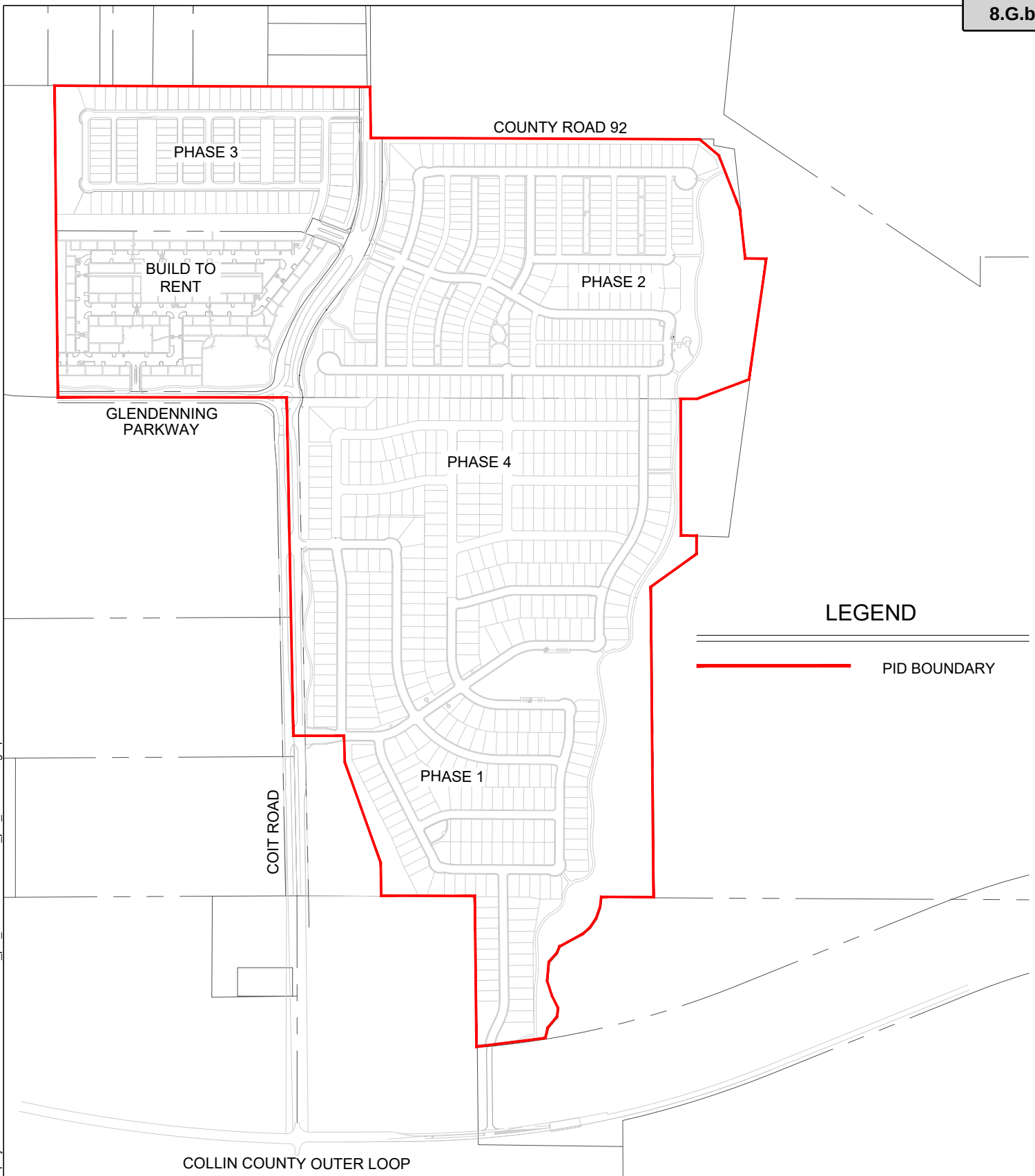
E. SEVERABILITY

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

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

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APPENDIX A
PID MAP



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

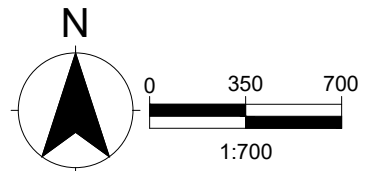
PID BOUNDARY PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



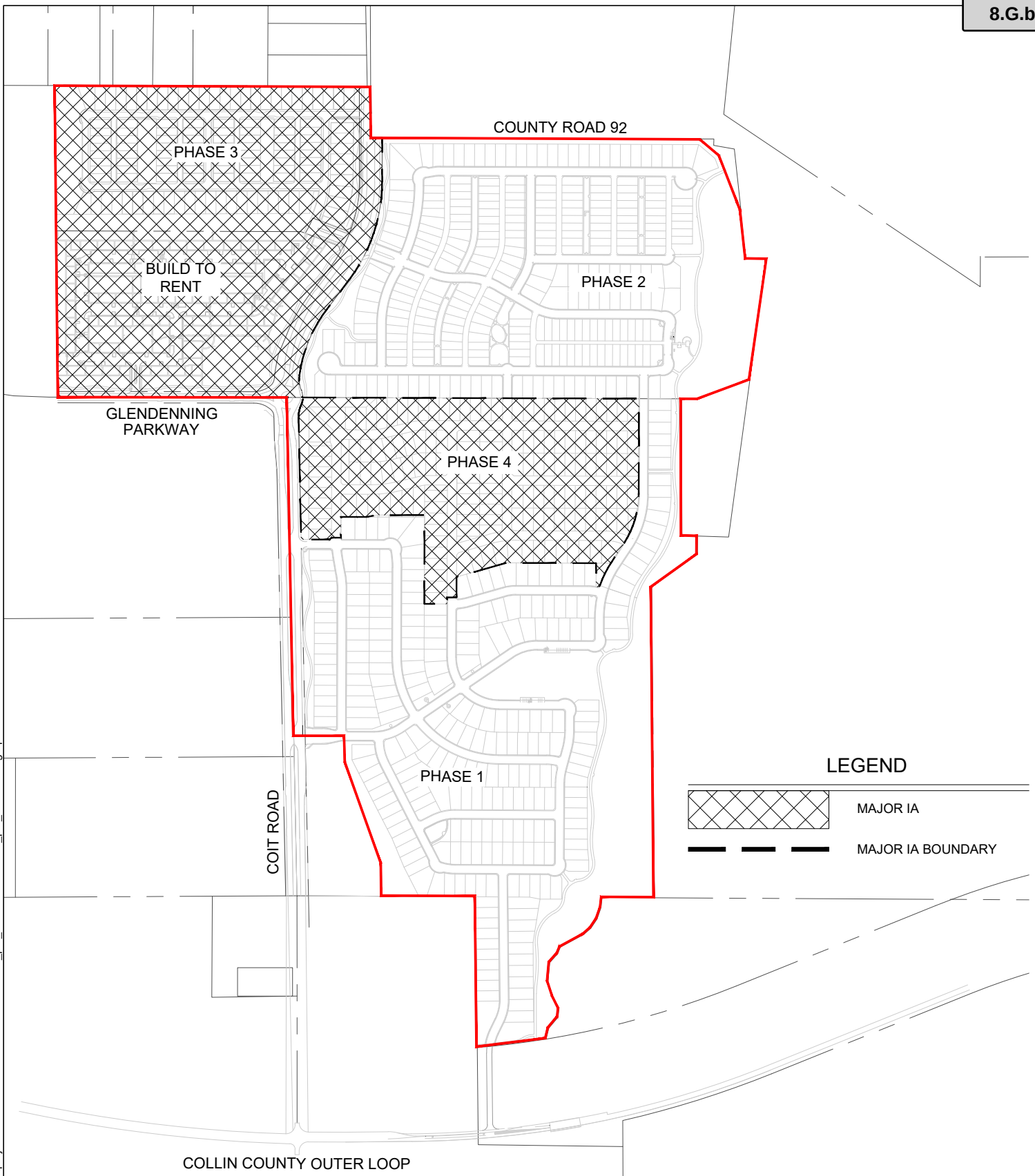
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 596

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Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

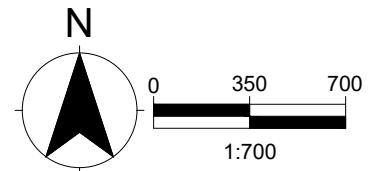
MAJOR IA BOUNDARY PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



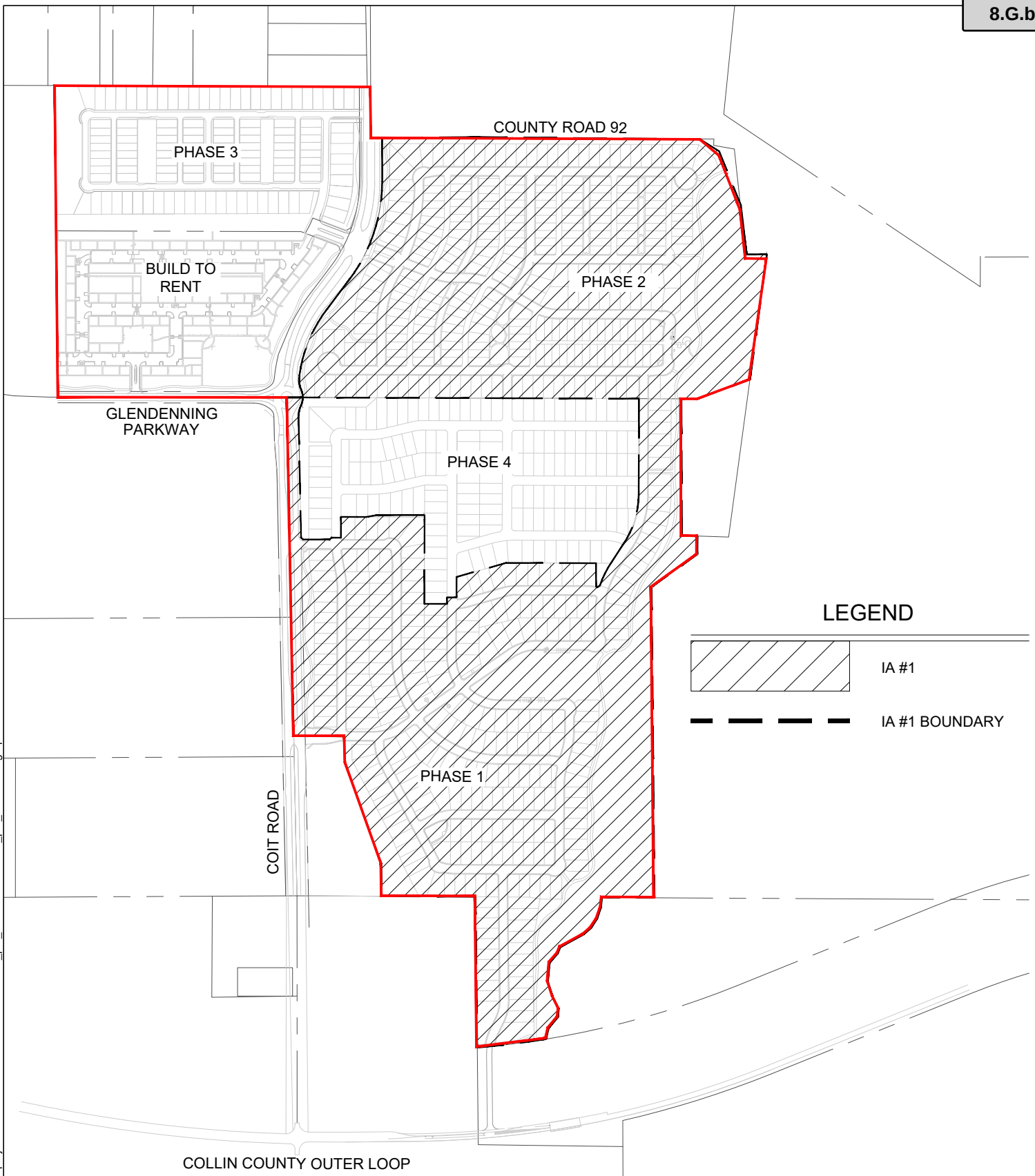
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 597

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Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

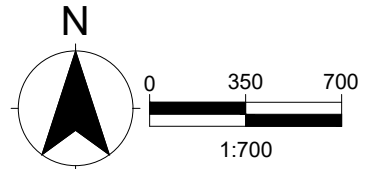
IA #1 BOUNDARY PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

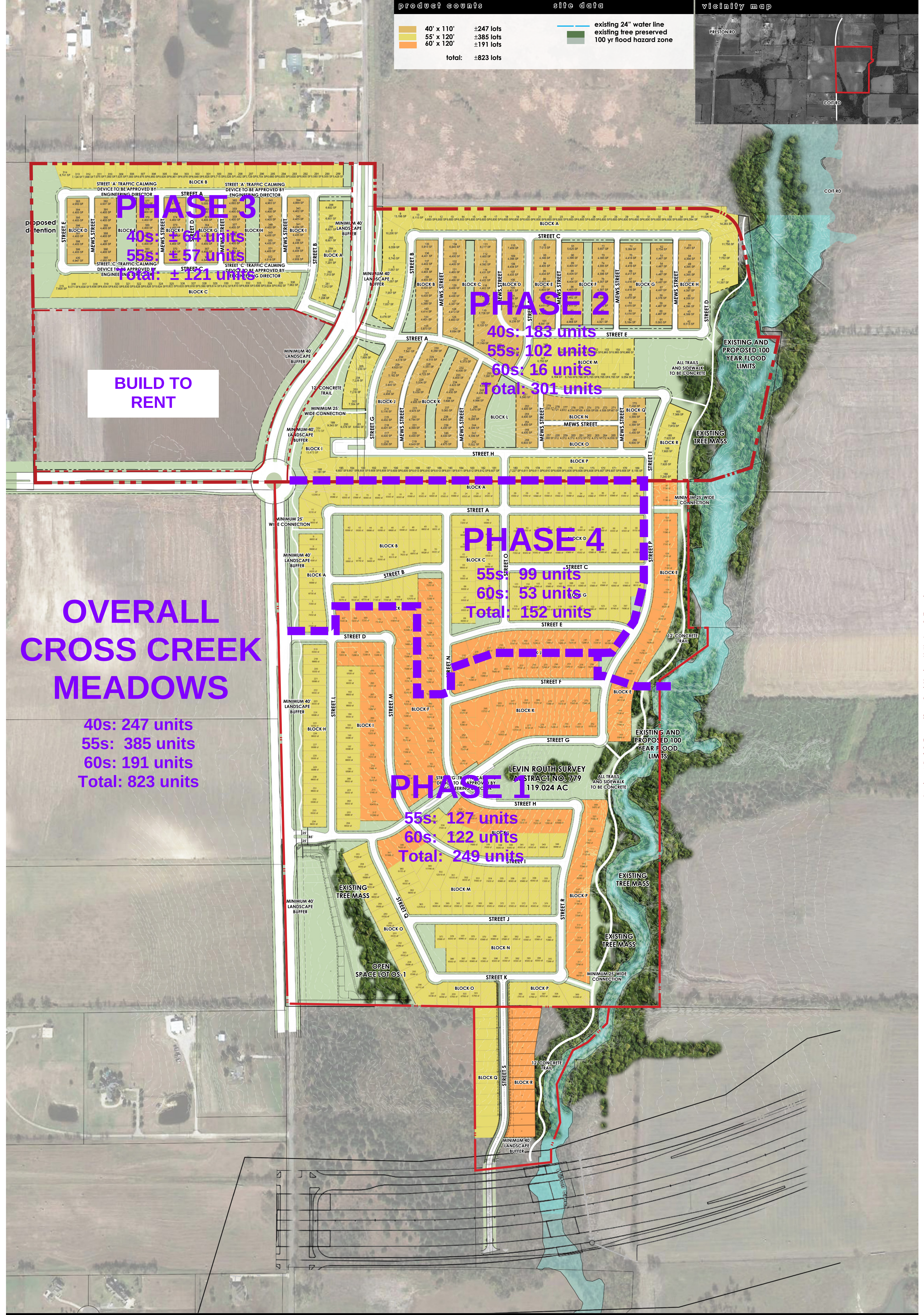


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 598



product counts		
40' x 110'	±247 lots	
55' x 120'	±385 lots	
60' x 120'	±191 lots	
total:		±823 lots

site data

- existing 24" water line
- existing tree preserved
- 100 yr flood hazard zone



PHASE 3
40s: ± 64 units
55s: ± 57 units
Total: ± 121 units

PHASE 2
40s: 183 units
55s: 102 units
60s: 16 units
Total: 301 units

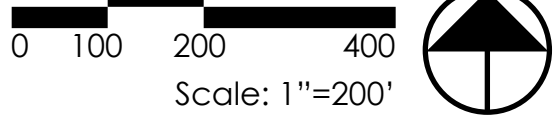
PHASE 4
55s: 99 units
60s: 53 units
Total: 152 units

PHASE 1
55s: 127 units
60s: 122 units
Total: 249 units

BUILD TO RENT

OVERALL CROSS CREEK MEADOWS

40s: 247 units
55s: 385 units
60s: 191 units
Total: 823 units



APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



Project Name: Cross Creek Meadows

Client Name: Taylor Morrison

City: Celina, TX

County: Collin

Date: January 17, 2023

Project Number: 01.0073.002

PROJECT	PRIVATE TOTAL	PID TOTAL	TOTAL
PHASE 1 SINGLE FAMILY	\$1,530,947.44	\$6,797,982.06	\$8,328,929.50
PHASE 2 SINGLE FAMILY	\$1,755,786.50	\$8,934,766.76	\$10,690,553.25
PHASE 3 SINGLE FAMILY		\$3,756,097.26	\$3,756,097.26
PHASE 4 SINGLE FAMILY		\$3,811,178.68	\$3,811,178.68
MAJOR IMPROVEMENTS		\$10,298,139.44	\$10,298,139.44
TOTAL PID COST	\$3,286,733.94	\$33,598,164.20	\$36,884,898.14

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Project Name: Cross Creek Meadows Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.001

Water System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
8" P.V.C. WATER LINE	LF		11,250	\$52.85	\$0.00	\$594,562.50
18" P.V.C. WATER LINE	LF		515	\$260.70	\$0.00	\$134,260.50
8" GATE VALVE & BOX	EA		35	\$1,811.73	\$0.00	\$63,410.55
18" GATE VALVE & BOX	EA		4	\$19,093.22	\$0.00	\$76,372.88
24" GATE VALVE & BOX	EA		2	\$32,534.66	\$0.00	\$65,069.32
1" SINGLE WATER SERVICE	EA	252		\$1,058.81	\$266,820.12	\$0.00
1" IRRIGATION SERVICE	EA		5	\$1,232.88	\$0.00	\$6,164.40
2" IRRIGATION SERVICE	EA		5	\$1,892.72	\$0.00	\$9,463.60
24" X 8" CUT-IN TEE CONNECTION	EA		2	\$11,340.63	\$0.00	\$22,681.26
FIRE HYDRANT ASSEMBLY	EA		32	\$5,507.61	\$0.00	\$176,243.52
2" POST HYDRANT	EA		2	\$7,114.50	\$0.00	\$14,229.00
2000 PSI CONCRETE ENCASEMENT	LF		200	\$298.02	\$0.00	\$59,604.00
TESTING (EXCLUDING GEOTECH.)	LF		11,765	\$1.35	\$0.00	\$15,882.75
TRENCH SAFETY	LF		11,765	\$0.24	\$0.00	\$2,823.60
TOTAL					\$266,820.12	\$1,240,767.81
SUB-TOTAL						\$1,507,588.00

Note: Water lines include all fittings

Wastewater System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
6" P.V.C. PIPE (0'-10' DEEP)	LF		0			\$0.00
8" SDR 35 PIPE (0'-10' DEEP)	LF		6,169	\$36.74	\$0.00	\$226,649.00
8" SDR 26 PIPE (15'-20' DEEP)	LF		1,139	\$51.66	\$0.00	\$58,840.74
CONCRETE ENCASEMENT	LF		320	\$52.72	\$0.00	\$16,870.40
4' DIA. WW MANHOLE	EA		30	\$8,302.43	\$0.00	\$249,072.90
5' DIA. MANHOLE	EA		3	\$12,797.88	\$0.00	\$38,393.64
5' DIA. DROP MANHOLE	EA		3	\$30,249.01	\$0.00	\$90,747.03
4" SERVICE LINES	EA	251		\$978.62	\$245,633.62	\$0.00
6" SERVICE LINES	EA	1		\$1,942.30	\$1,942.30	\$0.00
DROP CONNECTION LINE WW-A @STA.1+59.23	EA		1	\$1,495.50	\$0.00	\$1,495.50
TESTING (EXCLUDING GEOTECH.)	LF		7,308	\$1.67	\$0.00	\$12,204.36
TRENCH SAFETY	LF		7,308	\$0.65	\$0.00	\$4,750.20
TOTAL					\$247,575.92	\$699,023.81
SUB-TOTAL						\$946,599.71

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.001

Storm Drain System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
18" R.C.P.	LF		1,773	\$54.83	\$0.00	\$97,213.51
24" R.C.P.	LF		2,509	\$71.93	\$0.00	\$180,472.31
30" R.C.P.	LF		999	\$92.28	\$0.00	\$92,187.72
36" R.C.P.	LF		554	\$125.97	\$0.00	\$69,787.38
42" R.C.P.	LF		675	\$166.21	\$0.00	\$112,191.72
48" R.C.P.	LF		450	\$203.04	\$0.00	\$91,368.00
72" R.C.P.	LF		445	\$434.74	\$0.00	\$193,459.30
10' CURB INLET	EA		46	\$4,950.00	\$0.00	\$227,700.00
4'X4' STORM DRAIN MANHOLE	EA		5	\$4,180.00	\$0.00	\$20,900.00
4'X4' STORM DRAIN MANHOLE W/ DEBRIS SEPARATOR	EA		6	\$5,912.50	\$0.00	\$35,475.00
5'X5' STORM DRAIN MANHOLE	EA		2	\$4,950.00	\$0.00	\$9,900.00
5'X5' STORM DRAIN MANHOLE W/ DEBRIS SEPARATOR	EA		1	\$6,820.00	\$0.00	\$6,820.00
3' x 3' "Y" INLET	EA		1	\$4,015.00	\$0.00	\$4,015.00
30" SLOPED HEADWALL	EA		2	\$7,243.50	\$0.00	\$14,487.00
30" HEADWALL W/ FLARED WINGWALLS	EA		2	\$5,170.00	\$0.00	\$10,340.00
36" SLOPED HEADWALL	EA		1	\$7,700.00	\$0.00	\$7,700.00
48" SLOPED HEADWALL	EA		1	\$8,635.00	\$0.00	\$8,635.00
PARALLEL HEADWALL	EA		2	\$101,832.50	\$0.00	\$203,665.00
FLEXAMAT AT OUTFALL	SY		905	\$123.62	\$0.00	\$111,876.10
GABION MATTRESS	SY		400	\$165.00	\$0.00	\$66,000.00
TESTING & TV INSPECTION	LF		7,405	\$1.65	\$0.00	\$12,218.25
TRENCH SAFETY	LF		7,405	\$0.35	\$0.00	\$2,591.75
TOTAL					\$0.00	\$1,579,003.25
SUB-TOTAL						\$1,579,003.25

Earthwork Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CLEARING AND GRUBBING	AC	74	13	\$1,287.00	\$95,173.65	\$16,795.30
MASS GRADING	CY	126,225	22,275	\$2.71	\$342,069.75	\$60,365.25
ROUGH LOT GRADING	EA	251		\$225.00	\$56,475.00	\$0.00
FINAL LOT GRADING	EA	251		\$150.00	\$37,650.00	\$0.00
3' MOISTURE CONDITIONING	EA	251		\$1,525.00	\$382,775.00	\$0.00
6 MIL POLY ON MOISTURE CONDITIONED PADS	EA	251		\$408.00	\$102,408.00	\$0.00
PROCESS WET UTILITY SPOILS	CY		32,000	\$3.35	\$0.00	\$107,200.00
TOTAL					\$1,016,551.40	\$184,360.60
SUB-TOTAL						\$1,200,912.00

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Project Name: Cross Creek Meadows Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.001

Erosion Control Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CONSTRUCTION ENTRANCE	EA		1	\$2,100.00	\$0.00	\$2,100.00
Z-PANEL INLET PROTECTION	EA		49	\$155.00	\$0.00	\$7,595.00
ROCK CHECK DAM	LF		150	\$30.00	\$0.00	\$4,500.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF		5,000	\$1.75	\$0.00	\$8,750.00
TREE PROTECTION- ORANGE SAFETY FENCE	LF		3,800	\$1.40	\$0.00	\$5,320.00
8' CURLEX AT BACK OF CURB & SWALE FRONTS	LOT		25,625	\$1.40	\$0.00	\$35,875.00
E&S MAINTENANCE	EA		251	\$75.00	\$0.00	\$18,825.00
SEED AND HARROW	AC		40	\$310.00	\$0.00	\$12,400.00
TOTAL					\$0.00	\$95,365.00
SUB-TOTAL						\$95,365.00

Roadway & Paving Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
7" REINFORCED CONCRETE STREET PVMT.	SY		38,170	\$44.83	\$0.00	\$1,711,161.10
LIME MAT'L (37#/SY)	TN		799	\$179.58	\$0.00	\$135,403.32
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY		43,171	\$2.95	\$0.00	\$120,236.10
DEVELOPER SIDEWALK (4" THICK)	SF		60,650	\$6.19	\$0.00	\$375,423.50
PAVEMENT HEADER	LF		87	\$10.55	\$0.00	\$917.85
BARRIER FREE RAMPS	EA		43	\$1,889.78	\$0.00	\$81,260.54
STAMPED & STAINED CROSSWALK	SF		840	\$31.74	\$0.00	\$26,661.60
REMOVE EX. CONCRETE CURB & GUTTER	LF		95	\$13.08	\$0.00	\$1,242.60
STREET BARRICADE	EA		3	\$874.50	\$0.00	\$2,623.50
TRAFFIC HANDLING	LS		1	\$6,500.00	\$0.00	\$6,500.00
HANDICAP SPACE MARKINGS/WHEEL STOP/SIGN	LS		1	\$3,000.00	\$0.00	\$3,000.00
STOP SIGN W/ 2 STREET NAME BLADES	EA		17	\$1,512.50	\$0.00	\$25,712.50
STREET LIGHT	EA		26	\$6,000.00	\$0.00	\$156,000.00
STRIPING - 4" STRIPE	LF		670	\$1.65	\$0.00	\$1,105.50
MAINTENANCE BOND	LS		1	\$28,500.00	\$0.00	\$28,500.00
TOTAL					\$0.00	\$2,675,748.10
SUB-TOTAL						\$2,675,748.10

SUMMARY

SUM OF PID CONSTRUCTION COSTS		\$6,474,268.60
SOFT COSTS ¹	5%	\$323,713.40
SUM OF PRIVATE CONSTRUCTION COSTS		\$1,530,947.40
TOTAL CONSTRUCTION COST		\$8,328,929.50

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: CROSS CREEK MEADOWS PH2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003

Water System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
8" P.V.C. WATER LINE (W FITTINGS)	LF		12,690	\$59.10	-	\$749,979.0
8" GATE VALVE & BOX	EA		44	\$2,699.75	-	\$118,789.0
1" SINGLE WATER SERVICE	EA	301		\$968.88	\$291,632.88	
1" IRRIGATION SERVICE	EA		2	\$2,157.39	-	\$4,314.7
1.5" IRRIGATION SERVICE	EA		1	\$2,091.15	-	\$2,091.1
2" IRRIGATION SERVICE	EA		4	\$2,377.15	-	\$9,508.6
REMOVE PLUG CONN. TO EX. 8" WL	EA		3	\$500.00	-	\$1,500.0
FIRE HYDRANT ASSEMBLY	EA		30	\$6,990.43	-	\$209,712.9
TESTING (EXCLUDING GEOTECH)	LF		12690	\$2.00	-	\$25,380.0
TRENCH SAFETY	LF		12690	\$0.25	-	\$3,172.5
TOTAL					\$291,632.88	\$1,124,447.9
SUB-TOTAL						\$1,416,080.8

Wastewater System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
8" SDR 35 PIPE (0'-12' DEEP)	LF		7,880	\$62.00	-	\$488,560.0
8" SDR 26 PIPE (12'-20' DEEP)	LF		2,760	\$81.00	-	\$223,560.0
15" SDR 35 PIPE (0'-10' DEEP)	LF		1,150	\$100.00	-	\$115,000.0
2000 PSI CONCRETE ENCASEMENT	LF		418	\$60.00	-	\$25,080.0
4' DIA. MANHOLE	EA		51	\$7,139.41	-	\$364,109.9
5' DIA. MANHOLE	EA		1	\$9,187.31	-	\$9,187.3
ADDITIONAL MH DEPTH (>8')	VF		160	\$100.00	-	\$16,000.0
4" SERVICE LINES	EA	301		\$1,105.07	\$332,626.07	
TESTING (EXCLUDING GEOTECH.)	LF		11,790	\$2.50	-	\$29,475.0
TRENCH SAFETY	LF		11,790	\$0.25	-	\$2,947.5
MAINTENANCE BOND	LS	1		\$62,000.00	\$62,000.00	
TOTAL					\$394,626.07	\$1,273,919.7
SUB-TOTAL						\$1,668,545.7

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Project Name: CROSS CREEK MEADOWS PH2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003

Storm Drain System Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
18" R.C.P.	LF		2,373	\$87.60	-	\$207,874.8
24" R.C.P.	LF		1,841	\$104.10	-	\$191,648.1
30" R.C.P.	LF		1,610	\$123.40	-	\$198,674.0
36" R.C.P.	LF		1,356	\$152.20	-	\$206,383.2
42" R.C.P.	LF		832	\$189.50	-	\$157,664.0
48" R.C.P.	LF		863	\$221.00	-	\$190,723.0
60" R.C.P.	LF		170	\$340.90	-	\$57,953.0
3'X2' RCB	LF		54	\$236.10	-	\$12,749.4
4'X4' RCB	LF		211	\$320.80	-	\$67,688.8
2'X2' GRATE INLET	EA		3	\$4,200.00	-	\$12,600.0
4'X4' GRATE INLET	EA		5	\$7,950.00	-	\$39,750.0
10' CURB INLET	EA		37	\$6,400.00	-	\$236,800.0
4'X4' STORM DRAIN MANHOLE	EA		13	\$7,000.00	-	\$91,000.0
5'X5' STORM DRAIN MANHOLE	EA		7	\$8,000.00	-	\$56,000.0
6'X10' DEBRIS SEPARATOR	EA		4	\$39,900.00	-	\$159,600.0
30" SLOPED HEADWALL	EA		1	\$5,500.00	-	\$5,500.0
48" SLOPED HEADWALL	EA		2	\$6,600.00	-	\$13,200.0
60" SLOPED HEADWALL	EA		1	\$7,300.00	-	\$7,300.0
FLEXAMAT AT OUTFALL	SY		90	\$170.00	-	\$15,300.0
TESTING & TV INSPECTION	LF		9,099	\$2.25	-	\$20,472.7
TRENCH SAFETY	LF		9,099	\$0.25	-	\$2,274.7
TOTAL					\$0.00	\$1,951,155.8
SUB-TOTAL						\$1,951,155.8

Earthwork Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CLEARING AND GRUBBING	AC	47	11	\$700.00	\$32,886.00	\$7,714.0
UNCLASSIFIED EXCAVATION	CY	51,912	12,177	\$3.85	\$199,861.55	\$46,881.1
MOISTURE CONDITION PAD - 3' BELOW FP	EA	301		\$1,775.00	\$534,275.00	
INSTALL 6-MIL POLY	EA	301		\$565.00	\$170,065.00	
ROUGH LOT BENCHING	EA	301		\$130.00	\$39,130.00	
FINAL LOT BENCHING	EA	301		\$310.00	\$93,310.00	
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY		20,000	\$4.25	-	\$85,000.0
TOTAL					\$1,069,527.55	\$139,595.1
SUB-TOTAL						\$1,209,122.6

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: CROSS CREEK MEADOWS PH2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003

Erosion Control Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
CONSTRUCTION ENTRANCE	EA		1	\$2,200.00	-	\$2,200.0
INLET PROTECTION	EA		49	\$155.00	-	\$7,595.0
ROCK FILTER DAM	LF		155	\$30.00	-	\$4,650.0
SILT FENCE	LF		7,735	\$1.80	-	\$13,923.0
TREE PROTECTION	LF		1,910	\$1.45	-	\$2,769.5
CURLEX AT BACK OF CURB	LF		33,900	\$1.45	-	\$49,155.0
E&S MAINTENANCE	LT		301	\$75.00	-	\$22,575.0
SEED AND HARROW	AC		38	\$310.00	-	\$11,780.0
TOTAL					\$0.00	\$114,647.5
SUB-TOTAL						\$114,647.5

Roadway & Paving Cost

ITEM	UNIT	QUANTITY		UNIT PRICE	TOTAL	
		PRIVATE	PID		PRIVATE	PID
7" REINFORCED CONCRETE STREET PVMT.	SY		42,050	\$56.65	-	\$2,382,132.5
6" LIME-STABILIZED SUBGRADE	SY		47,824	\$3.61	-	\$172,644.6
HYDRATED LIME (36 LB/SY)	TN		861	\$236.88	-	\$203,953.6
DEVELOPER SIDEWALK (4" THICK)	SF		117,550	\$7.62	-	\$895,731.0
PAVEMENT HEADER	LF		28	\$12.20	-	\$341.6
BARRIER FREE RAMPS	EA		55	\$2,323.98	-	\$127,818.9
STAMPED & STAINED CROSSWALK	SF		900	\$22.31	-	\$20,079.0
CONNECT TO EXISTING STREET HEADER	LF		88	\$15.05	-	\$1,324.4
STREET BARRICADE	EA		1	\$1,002.40	-	\$1,002.4
TRAFFIC HANDLING	LS		1	\$5,000.00	-	\$5,000.0
PARKING/ HANDICAP STRIPING	LS		1	\$2,750.00	-	\$2,750.0
STOP SIGN W/ 2 STREET NAME BLADES	EA		8	\$1,540.00	-	\$12,320.0
STREET SIGN W/ 2 STREET NAME BLADES	EA		20	\$1,288.00	-	\$25,760.0
7" TRAFFIC CIRCLE (STAMPED AND COLORED)	SF		255	\$30.50	-	\$7,777.5
6" MEDIAN NOSE PVMT (STAMPED AND COLORED)	SF		120	\$57.50	-	\$6,900.0
MAINTENANCE BOND	LS		1	\$40,000.00	-	\$40,000.0
TOTAL					\$0.00	\$3,905,535.6
SUB-TOTAL						\$3,905,535.6

SUMMARY

SUM OF PID CONSTRUCTION COSTS		\$8,509,301.6
SOFT COSTS ¹	5%	\$425,465.0
SUM OF PRIVATE CONSTRUCTION COSTS		\$1,755,786.5
TOTAL CONSTRUCTION COST		\$10,690,553.2

¹ Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Project Name: Cross Creek Meadows Phase 3

Client Name: Taylor Morrison

City: Celina, TX

County: Collin

Date: January 17, 2023

Project Number:

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE (W FITTINGS)	LF	5,500	\$59.10	\$325,050.00
8" GATE VALVE & BOX	EA	20	\$2,699.75	\$53,995.00
FIRE HYDRANT ASSEMBLY	EA	10	\$6,990.43	\$69,904.30
24" X 8" CUT-IN TEE CONNECTION	EA	1	\$11,340.00	\$11,340.00
CONNECT TO EX. 8" WL	EA	1	\$500.00	\$500.00
TESTING (EXCLUDING GEOTECH.)	LF	5,500	\$2.00	\$11,000.00
TRENCH SAFETY	LF	5,500	\$0.25	\$1,375.00
SUB-TOTAL				\$473,164.30

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 PIPE (0'-12' DEEP)	LF	4,500	\$62.00	\$279,000.00
4' DIA. MANHOLE	EA	16	\$7,139.41	\$114,230.56
2000 PSI CONCRETE ENCASEMENT	LF	240	\$60.00	\$14,400.00
TESTING (EXCLUDING GEOTECH.)	LF	4,500	\$2.50	\$11,250.00
TRENCH SAFETY	LF	4,500	\$0.25	\$1,125.00
SUB-TOTAL				\$420,005.56

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	300	\$87.60	\$26,280.00
24" R.C.P.	LF	1,400	\$104.10	\$145,740.00
30" R.C.P.	LF	750	\$123.40	\$92,550.00
36" R.C.P.	LF	700	\$152.20	\$106,540.00
10' CURB INLET	EA	16	\$6,400.00	\$102,400.00
4'X4' STORM DRAIN MANHOLE	EA	6	\$7,000.00	\$42,000.00
6'X10' DEBRIS SEPARATOR	EA	2	\$39,900.00	\$79,800.00
4' x 4' "Y" INLET	EA	2	\$7,950.00	\$15,900.00
36" SLOPED HEADWALL	EA	2	\$6,000.00	\$12,000.00
FLEXAMAT AT OUTFALL	SY	60	\$170.00	\$10,200.00
DETENTION POND	ACRE	1.75	\$80,000.00	\$140,000.00
TESTING (EXCLUDING GEOTECH)	LF	3,150	\$2.25	\$7,087.50
TRENCH SAFETY	LF	3,150	\$0.25	\$787.50
SUB-TOTAL				\$781,285.00

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 3

Client Name: Taylor Morrison

City: Celina, TX

County: Collin

Date: January 17, 2023

Project Number:

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	AC	5.5	\$700.00	\$3,850.00
UNCLASSIFIED EXCAVATION	CY	17,747	\$3.85	\$68,324.65
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY	8,000	\$4.25	\$34,000.00
SUB-TOTAL				\$106,174.65

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00
INLET PROTECTION	EA	16	\$175.00	\$2,800.00
ROCK CHECK DAM	EA	2	\$150.00	\$300.00
SILT FENCE	LF	2,300	\$1.35	\$3,105.00
REVEGETATE	SF	240,000	\$0.02	\$4,800.00
SUB-TOTAL				\$13,005.00

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	SUB-TOTAL	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	16,790	\$56.65	\$951,153.55
6" LIME-STABILIZED SUBGRADE	SY	18,133	\$3.61	\$65,460.83
HYDRATED LIME	TN	326	\$236.88	\$77,317.68
DEVELOPER SIDEWALK (4" THICK)	SF	32,700	\$7.62	\$249,174.00
BARRIER FREE RAMPS	EA	20	\$2,323.98	\$46,479.60
STOP SIGN W/ 2 STREET NAME BLADES	EA	6	\$1,540.00	\$9,240.00
STREET SIGN W/ 2 STREET NAME BLADES	EA	10	\$1,288.00	\$12,880.00
TRAFFIC HANDLING	LS	1	\$5,000.00	\$5,000.00
SUB-TOTAL				\$1,416,705.66

SUMMARY

SUM OF CONSTRUCTION COSTS		\$3,210,339.55
SOFT COSTS ¹	5%	\$160,516.98
CONTINGENCY	12%	\$385,240.71
TOTAL CONSTRUCTION COST		\$3,756,097.24

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 4
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number:

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE (W FITTINGS)	LF	5,900	\$59.10	\$348,690.00
8" GATE VALVE & BOX	EA	16	\$2,699.75	\$43,196.00
FIRE HYDRANT ASSEMBLY	EA	8	\$6,990.43	\$55,923.44
CONNECT TO EX. 8" WL	EA	5	\$500.00	\$2,500.00
TESTING (EXCLUDING GEOTECH)	LF	5,900	\$2.00	\$11,800.00
TRENCH SAFETY	LF	5,900	\$0.25	\$1,475.00
SUB-TOTAL				\$463,584.44

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 PIPE (0'-12' DEEP)	LF	5,600	\$62.00	\$347,200.00
4' DIA. MANHOLE	EA	15	\$7,139.41	\$107,091.15
2000 PSI CONCRETE ENCASEMENT	LF	160	\$60.00	\$9,600.00
TESTING (EXCLUDING GEOTECH.)	LF	5,600	\$2.00	\$11,200.00
TRENCH SAFETY	LF	5,600	\$0.25	\$1,400.00
SUB-TOTAL				\$476,491.15

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	2,000	\$87.60	\$175,200.00
24" R.C.P.	LF	1,050	\$104.10	\$109,305.00
36" R.C.P.	LF	980	\$152.20	\$149,156.00
10' CURB INLET	EA	30	\$6,400.00	\$192,000.00
4'X4' STORM DRAIN MANHOLE	EA	6	\$7,000.00	\$42,000.00
TESTING & TV INSPECTION	LF	4,030	\$2.25	\$9,067.50
TRENCH SAFETY	LF	4,030	\$2.00	\$8,060.00
SUB-TOTAL				\$684,788.50

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Cross Creek Meadows Phase 4
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number:

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	ACRE	7.0	\$700.00	\$4,900.00
UNCLASSIFIED EXCAVATION	CY	28,233	\$3.85	\$108,698.30
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY	10,000	\$4.25	\$42,500.00
SUB-TOTAL				\$156,098.30

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00
INLET PROTECTION	EA	30	\$175.00	\$5,250.00
SILT FENCE	LF	3,200	\$1.35	\$4,320.00
REVEGETATE	SF	54,800	\$0.02	\$1,096.00
SUB-TOTAL				\$12,666.00

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	19,600	\$56.65	\$1,110,340.00
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	21,168	\$3.61	\$76,416.48
HYDRATED LIME	TN	381	\$236.88	\$90,256.68
CONNECT TO EXISTING STREET HEADER	LF	145	\$15.05	\$2,182.25
DEVELOPER SIDEWALK (4" THICK)	SF	14,500	\$7.62	\$110,490.00
BARRIER FREE RAMPS	EA	22	\$2,323.98	\$51,127.56
STOP SIGN W/ 2 STREET NAME BLADES	EA	10	\$1,540.00	\$15,400.00
STREET SIGN W/ 2 STREET NAME BLADES	EA	2	\$1,288.00	\$2,576.00
TRAFFIC HANDLING	LS	1	\$5,000.00	\$5,000.00
SUB-TOTAL				\$1,463,789.20

SUMMARY

SUM OF CONSTRUCTION COSTS		\$3,257,417.60
SOFT COSTS ¹	5%	\$162,870.88
CONTINGENCY	12%	\$390,890.11
TOTAL CONSTRUCTION COST		\$3,811,178.60

¹ Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

Project Name: Coit Rd & Glendenning Pkwy Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.002

Water System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
24" PVC WATERLINE	LF	3,000	\$340.00	\$1,020,000.00
8" PVC WATERLINE	LF	140	\$180.00	\$25,200.00
12" STEEL ENCASEMENT	LF	102	\$255.00	\$26,010.00
36" STEEL ENCASEMENT	LF	286	\$410.00	\$117,260.00
CUT AND RESTORE	SY	50	\$175.00	\$8,750.00
24" BUTTERFLY VALVE	EA	11	\$27,000.00	\$297,000.00
8" GATE VALVE	EA	2	\$4,500.00	\$9,000.00
FIRE HYDRANT WITH 6" GATE VALVE	EA	8	\$12,000.00	\$96,000.00
2" AIR VALVE	EA	5	\$15,000.00	\$75,000.00
24" WET CONNECTION	EA	2	\$13,000.00	\$26,000.00
REMOVE 24" WATERLINE	LF	1,953	\$25.00	\$48,825.00
REMOVE AND SALVAGE HYDRANT	EA	4	\$2,500.00	\$10,000.00
RELOCATE HYDRANT	EA	1	\$10,000.00	\$10,000.00
SUB-TOTAL				\$1,769,045.00

Wastewater System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
15" PVC SEWER	LF	1,431	\$140.00	\$200,340.00
CUT AND RESTORE	SY	12	\$175.00	\$2,100.00
24" STEEL ENCASEMENT	LF	184	\$380.00	\$69,920.00
CONNECT TO EX. WW MH	EA	1	\$2,994.38	\$2,994.38
60" MANHOLE	EA	7	\$15,000.00	\$105,000.00
SUB-TOTAL				\$380,354.38

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRENCH SAFETY	LF	4,582	\$1.00	\$4,582.00
REMOVE PIPE	LF	114	\$50.00	\$5,700.00
18" CLASS III RCP	LF	832	\$160.00	\$133,120.00
24" CLASS III RCP	LF	572	\$110.00	\$62,920.00
30" CLASS III RCP	LF	1012	\$125.00	\$126,500.00
36" CLASS III RCP	LF	1,600	\$150.00	\$240,000.00
4'X2' RCB	LF	260	\$250.00	\$65,000.00

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

6'X3' RCB	LF	306	\$410.00	\$125,460.00
12" GABION MATTRESS	SF	260	\$30.00	\$7,800.00
WINGWALL (FW-0)(HW=3FT)	EA	2	\$22,500.00	\$45,000.00
WINGWALL (PW-20)(HW=5FT)	EA	2	\$15,000.00	\$30,000.00
48" MANHOLE	EA	10	\$6,500.00	\$65,000.00
60" MANHOLE	EA	5	\$7,500.00	\$37,500.00
15' CURB INLET	EA	13	\$7,500.00	\$97,500.00
20' CURB INLET	EA	1	\$9,000.00	\$9,000.00
SUB-TOTAL				\$1,055,082.00

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
REMOVE EXIST ASPHALT PAVEMENT	SY	13,562	\$3.00	\$40,686.00
TOPSOIL (4")	SY	18,406	\$1.00	\$18,406.00
EXCAVATION	CY	4,500	\$10.00	\$45,000.00
EMBANKMENT	CY	15,614	\$16.00	\$249,824.00
SUB-TOTAL				\$353,916.00

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	\$2,200.00	\$4,400.00
Z-PANEL INLET PROTECTION	EA	14	\$155.00	\$2,170.00
ROCK CHECK DAM	LF	30	\$30.00	\$900.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF	13,100	\$1.80	\$23,580.00
E&S MAINTENANCE	EA	1	\$8,150.00	\$8,150.00
SEED AND HARROW	AC	5	\$310.00	\$1,550.00
SUB-TOTAL				\$40,750.00

Roadway & Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ASPHALT TANSITION WITH 8" FLEXBASE	SY	1,105	\$85.00	\$93,925.00
6" CONCRETE PAVEMENT	SY	514	\$80.00	\$41,120.00
9" REINFORCED CONCRETE PAVEMENT	SY	4,652	\$70.00	\$325,640.00
10" REINFORCED CONCRETE PAVEMENT	SY	15,223	\$76.00	\$1,156,948.00
8" LIME TREATED SUBGRADE	SY	17,471	\$6.00	\$104,826.00
6" LIME TREATED SUBGRADE	SY	5280	\$5.00	\$26,400.00
HYDRATED LIME	TON	491	\$220.00	\$108,020.00
MOISTURE BARRIER	SY	6,365	\$5.00	\$31,825.00
13" COLORED TEXTURED TRUCK APRON	SY	364	\$250.00	\$91,000.00

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

10' TRAIL	SF	3,790	\$7.00	\$26,530.00
5' BIKE RAMP	EA	2	\$3,500.00	\$7,000.00
STREET HEADER	LF	150	\$20.00	\$3,000.00
CONNECT TO EXIST ASPHALT	LF	175	\$50.00	\$8,750.00
REMOVE AND RELOCATE SIGNS	EA	5	\$500.00	\$2,500.00
SIGNS	EA	21	\$500.00	\$10,500.00
DEAD END BARRICADE	LF	45	\$45.00	\$2,025.00
PAVEMENT MARKING	LS	1	\$25,500.00	\$25,500.00
SUB-TOTAL				\$2,065,509.00

Project Name: Coit Rd & Glendenning Pkwy Phase 2
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number:

Water System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
24" PVC WATERLINE	LF	400	\$340.00	\$136,000.00
8" PVC WATERLINE	LF	20	\$180.00	\$3,600.00
24" BUTTERFLY VALVE	EA	1	\$27,000.00	\$27,000.00
8" GATE VALVE	EA	1	\$4,500.00	\$4,500.00
FIRE HYDRANT WITH 6" GATE VALVE	EA	1	\$12,000.00	\$12,000.00
2" AIR VALVE	EA	1	\$15,000.00	\$15,000.00
24" WET CONNECTION	EA	1	\$13,000.00	\$13,000.00
RELOCATE HYDRANT	EA	2	\$10,000.00	\$20,000.00
SUB-TOTAL				\$231,100.00

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRENCH SAFETY	LF	580	\$1.00	\$580.00
REMOVE PIPE	LF	114	\$50.00	\$5,700.00
18" CLASS III RCP	LF	120	\$160.00	\$19,200.00
24" CLASS III RCP	LF	200	\$110.00	\$22,000.00
4X2 RCBC	LF	260	\$250.00	\$65,000.00
12" GABION MATTRESS	SF	120	\$30.00	\$3,600.00
WINGWALL (PW-20) (HW=5FT)	EA	2	\$15,000.00	\$30,000.00
4'X4' STORM DRAIN MANHOLE	EA	2	\$6,500.00	\$13,000.00
15' CURB INLET	EA	4	\$7,500.00	\$30,000.00
SUB-TOTAL				\$189,080.00

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
REMOVE EXIST ASPHALT PAVEMENT	SY	4,600	\$3.00	\$13,800.00
TOPSOIL (4")	SY	5,060	\$1.00	\$5,060.00
EXCAVATION	CY	9,200	\$10.00	\$92,000.00
EMBANKMENT	CY	9,200	\$16.00	\$147,200.00
SUB-TOTAL				\$258,060.00

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	\$2,200.00	\$4,400.00
Z-PANEL INLET PROTECTION	EA	4	\$155.00	\$620.00
ROCK CHECK DAM	LF	2	\$30.00	\$60.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF	1,650	\$1.80	\$2,970.00
E&S MAINTENANCE	EA	1	\$8,150.00	\$8,150.00
SEED AND HARROW	AC	5	\$310.00	\$1,550.00
SUB-TOTAL				\$17,750.00

Roadway & Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
10" REINFORCED CONCRETE PAVEMENT	SY	4,767	\$76.00	\$362,266.67
8" LIME TREATED SUBGRADE	SY	5,243	\$6.00	\$31,460.00
HYDRATED LIME	TON	94	\$220.00	\$20,763.60
CONNECT TO EXISTING STREET HEADER	LF	58	\$50.00	\$2,900.00
REMOVE AND RELOCATE SIGNS	EA	4	\$500.00	\$2,000.00
SIGNS	EA	10	\$500.00	\$5,000.00
DEAD END BARRICADE	LF	45	\$45.00	\$2,025.00
PAVEMENT MARKING	LS	1	\$12,000.00	\$12,000.00
SUB-TOTAL				\$438,415.27

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 - Levy Ordinance)

Project Name: Major Improvements
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023

Project Name: Build to Rent/Phase 1
 Client Name: Taylor Morrison
 City: Celina, TX
 County: Collin

Date: January 17, 2023
 Project Number: 01.0073.003/.002/.001

Detention Pond Cost

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
6' CONCRETE PILOT CHANNEL	SY	280	\$79.00	\$22,120.00
DETENTION POND OUTFALL STRUCTURE	EA	1	\$59,675.00	\$59,675.00
RETAINING WALL	FF	4,960	\$25.00	\$124,000.00
DETENTION OUTFALL JUNCTION BOX	EA	1	\$40,000.00	\$40,000.00
SUB-TOTAL				\$245,795.00

Wastewater System Cost

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR26 P.V.C. SEWER LINE	LF	2,350	\$81.00	\$190,363.77
4' DIA. MANHOLE (PHASE 1)	EA	1	\$8,302.43	\$8,302.43
5' DIA. MANHOLE (PHASE 1)	EA	30	\$12,797.88	\$383,936.40
5' DIA. MANHOLE (PHASE 2)	EA	5	\$9,187.31	\$45,936.55
5' DIA. MANHOLE (BTR)	EA	9	\$17,936.84	\$161,431.56
15" SDR 35 PIPE (0'-10' DEEP)	LF	3,913	\$74.55	\$291,714.15
STEEL ENCASEMENT	LF	410	\$210.62	\$86,354.20
15" SDR 26 PIPE (15'-20' DEEP)	LF	1,607	\$126.19	\$202,787.33
TESTING (EXCLUDING GEOTECH.)	LF	5,520	\$1.67	\$9,218.40
TRENCH SAFETY	LF	5,520	\$0.65	\$3,588.00
SUB-TOTAL				\$1,383,632.79

SUMMARY

SUBTOTAL CONSTRUCTION COST	\$8,428,489.44
SOFT COSTS ¹	\$1,869,650.00
TOTAL IMPROVEMENTS	\$10,298,139.44

¹ Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.



PUBLIC IMPROVEMENT DISTRICT ENGINEER'S REPORT

CROSS CREEK MEADOWS

City of Celina, TX

prepared for:
Taylor Morrison

prepared by:
KFM Engineering & Design
TBPE #: F-20821
David Pitcher, P.E.

March 2023

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

A. INTRODUCTION

Cross Creek Meadows is a proposed residential development consisting of 823 single-family units and a 266-unit multifamily development on approximately 245 acres of land. This development is generally located north of the Collin County Outer Loop at the intersection of Coit Road and Glendenning Parkway in the City of Celina, Collin County, Texas. The development will include an amenity center, walking trails, open space areas, and detention ponds that serve the site as well as public amenities. Cross Creek Meadows is to be constructed in four phases and is anticipated to take 4-5 years to complete full buildout. Improvement Area No. 1 consists of Phase 1 and Phase 2.

The BTR development is located at the northwest corner of Glendenning Parkway and Coit Road. This development is served with water, wastewater, drainage, and access by the proposed Major Improvements in Glendenning Parkway and Coit Road. The BTR development does not receive any benefit from any of the direct improvements, and is part of the Major Improvement area.

This report includes the supporting documentation for the formation of the PID and the issuance of the Major Infrastructure and Improvement Area No. 1 bonds by the city. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of the development.

B. DEVELOPMENT COSTS

An Engineer's Opinion of Probable Cost has been prepared for the Master Infrastructure and Improvement Area No. 1 Improvements described above and is included as the Public Improvement District Cost Estimate. The Opinion of Probable Cost is based on contractor pricing and our reasonable professional judgement and experience and does not constitute a warranty, expressed, or implied, that the actual cost will not vary

C. DEVELOPMENT AND CONSTRUCTION SCHEDULE

1. Phase 1
 - a. Begin Construction Q1 2021
 - b. Finish Construction Q2 2022
2. Major Infrastructure
 - a. Begin Construction Q2 2021
 - b. Finish Construction Q2 2022
3. Phase 2
 - a. Begin Construction Q3 2021
 - b. Finish Construction Q3 2022
4. Build-to-Rent (Multifamily)
 - a. Begin Construction Q3 2021
 - b. Finish Construction Q3 2022
5. Phase 3
 - a. Begin Construction Q4 2023
 - b. Finish Construction Q1 2025
6. Phase 4
 - a. Begin Construction Q4 2025
 - b. Finish Construction Q1 2027

APPENDIX C-1
LEGAL DESCRIPTION – PID
(CONSISTING OF A 245.241 ACRE TRACT)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



LEGAL DESCRIPTION

Being a 245.241 acre tract or parcel of land situated in Charles P. Rice Survey, Abstract No. 771 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being all of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), all of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T., a part of a called 62.140 acre tract of land, described as Tract 2, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T., a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., a part of a called 8.37 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE North 89° 24' 36" East, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

LANDPOINT!

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. South 89° 32' 47" East, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. South 57° 30' 33" East, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. South 21° 55' 03" East, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears North 06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. South 06° 56' 20" East, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. South 89° 54' 49" East, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. South 08° 33' 37" West, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. South 07° 30' 31" West, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;

THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. South 69° 28' 40" West, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears North 00° 03' 23" East, a distance of 1.47 feet;
2. North 89° 55' 09" West, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE South 00° 17' 13" East, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE South 88° 21' 21" East, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears South 88° 21' 21" East, a distance of 15.83 feet;



THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. South 00° 30' 04" West, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. South 54° 14' 21" West, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. South 00° 38' 08" East, a distance of 1641.53 feet to a capped iron rod found for corner in a South line of said 111.844 acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.

THENCE North 89° 47' 43" West, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;

THENCE with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:

1. South 06° 02' 26" West, a distance of 53.86 feet to a capped iron rod found for corner;
2. South 19° 07' 11" West, a distance of 64.03 feet to a capped iron rod found for corner;
3. South 33° 39' 52" East, a distance of 58.70 feet to a capped iron rod found for corner;
4. South 48° 50' 02" West, a distance of 49.50 feet to a capped iron rod found for corner;
5. South 61° 18' 45" East, a distance of 140.62 feet to a capped iron rod found for corner;
6. South 21° 47' 28" West, a distance of 37.63 feet to a capped iron rod found for corner;
7. South 41° 58' 57" West, a distance of 62.56 feet to a capped iron rod found for corner;
8. South 05° 20' 22" West, a distance of 100.51 feet to a capped iron rod found for corner;
9. South 17° 57' 34" West, a distance of 83.17 feet to a capped iron rod found for corner;
10. South 26° 30' 46" West, a distance of 72.88 feet to a capped iron rod found for corner;
11. South 06° 00' 09" West, a distance of 44.42 feet to a capped iron rod found for corner;
12. South 40° 01' 05" West, a distance of 76.01 feet to a capped iron rod found for corner;
13. South 13° 40' 20" West, a distance of 59.01 feet to a capped iron rod found for corner, in the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, O.P.R.C.C.T.;

With said right-of-way and a tangent curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04° 26' 51" and a chord which bears, South 82° 50' 06" West, a distance of 366.33 feet to a point of tangency, in the East line of a called 28.731 acre tract of land, conveyed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, O.P.R.C.C.T.;

THENCE North 00° 43' 46" W, with the East line of said 28.731 acre tract of land, a distance of 796.73 feet to a capped iron rod found for the Northeast corner of said 28.731 acre tract of land;



THENCE North 89°47'43"W, with the North line of said 28.731 acre tract of land, a distance of 495.46 feet to a capped iron rod found for corner, same being the Southeast corner of a 7.00 acre remainder of said 118.904 acre tract of land, conveyed to CCD-COIT Land, LLC, recorded in Instrument No. 20210430000881680, O.P.R.C.C.T.;

THENCE with the East line of said 7.00 acre remainder tract and the West line of said 118.904 acre tract, the following Three (3) courses:

1. North 00° 49' 50" West, a distance of 170.95 feet to a capped iron rod found for corner;
2. North 19° 53' 53" West, a distance of 572.39 feet to a capped iron rod found for corner;
3. North 00° 21' 18" West, a distance of 135.00 feet to the Northeast corner of said 7.00 acre tract;

THENCE West, with the North line of said 7.00 acre tract, a distance of 268.68 feet, from which a 1/2-inch capped iron rod stamped "RPLS 4613" found at the Northeast corner of a called 25.000 acre tract of land, conveyed to Balaji Texas Properties, LLC, recorded in Instrument No. 20160610000729930, O.P.R.C.C.T., and the common Southeast corner of a called 28.006 acre tract of land, conveyed to Celina Progressive Associates LLC, recorded in Instrument No. 20191213001588210, O.P.R.C.C.T., bears South 89° 45' 52" West, a distance of 50.00 feet;

THENCE North 01° 18' 07" West, with the West line of said 111.844 acre tract and the common East line of said 28.006 acre tract, passing a Mag nail found in the West line of said 111.844 acre tract, in the right of way of County Road 87 (Variable Width right-of-way), a distance of 629.33 feet, continuing for a total distance of 1790.41 feet to a Mag nail found at the Northwest corner of said 111.844 acre tract of land, in the common South line of said 37.695 acre tract of land, in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract, and the common East line of said 41.549 acre tract;

THENCE North 00° 41' 13" West, with the East line of said 41.585 acre tract, a distance of 1646.29 feet to the **POINT OF BEGINNING** and containing 245.241 acres and 10,682,708 sq. ft. of land, more or less.

APPENDIX C-2
LEGAL DESCRIPTION – MAJOR IMPROVEMENT AREA
(CONSISTING OF A 33.880 ACRE TRACT, A 33.364 ACRE TRACT, AND A 24.976 ACRE
TRACT)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

LANDPOINT!

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;
2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;
3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;
4. North 22° 42' 33" East, a distance of 149.29 feet;
5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

LANDPOINT!

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of $08^{\circ} 56' 56''$, a radius of 740.00 feet and a chord that bears North $32^{\circ} 27' 36''$ East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North $69^{\circ} 16' 57''$ West, a distance of 236.91 feet;
2. South $89^{\circ} 46' 08''$ West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North $00^{\circ} 41' 13''$ West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.



LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;
2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;
3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;
4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;
5. South 60° 17' 09" West, a distance of 14.82 feet;
6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;
7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;
8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;
9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;
10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;
11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;
12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;
13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;
14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;



15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;
16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;
17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;
18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;
19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;
20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;
21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;
22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;
23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;
24. North 01° 18' 07" West, a distance of 634.58 feet;
25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;
26. With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

Legal Description

BEING all that certain tract of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, and being a part of a called 103.44 acre tract of land called Fifth Tract described in the deed to Albertie Malone, recorded in Volume 423, Page 402, Deed of Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for the Southwest corner of said 103.44 acre tract of land, from which a 1/4-inch iron rod found for an angle point on a tract of land called 44.25 acres in deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas, bears S00°41'13"E, a distance of 30.00 feet;

THENCE N00°41'13"W, with the West line of said 103.44 acre tract of land, same being the Easterly line of a tract of land called 41.549 acre tract of land conveyed to Joseph A. Miller, recorded in Instrument No. 20160506000552620, Official Public Records of Collin County, Texas, a distance of 842.05 feet to a capped iron rod set;

THENCE severing said 103.44 acre tract of land following Nine (9) courses:

1. N89°46'08"E, a distance of 1292.70 feet to a capped iron rod set;
2. S69°16'57"E, a distance of 236.91 feet to a capped iron rod set;
3. Along a curve to the right, having a radius of 740.00 feet, an arc length of 115.58 feet, a delta angle of 08°56'56", and a chord which bears S32°27'36"W a distance of 115.46 feet to a capped iron set for a point of tangency;
4. S36°56'04"W, a distance of 200.15 feet to a capped iron rod set for a point of curvature;
5. Along a curve to the right, having a radius of 860.00 feet, an arc length of 196.82 feet, a delta angle of 13°06'46", and a chord which bears S30°22'42"W a distance of 196.39 feet to a capped iron set for a point of tangency;
6. S22°42'33"W, a distance of 149.29 feet to a capped iron rod set for a point of curvature;
7. Along a curve to the left, having a radius of 870.00 feet, an arc length of 132.08 feet, a delta angle of 08°41'54", and a chord which bears S09°35'39"W a distance of 131.95 feet to a capped iron set for a point of curvature;
8. Along a curve to the right, having a radius of 50.00 feet, an arc length of 37.43 feet, a delta angle of 42°53'15", and a chord which bears S26°41'20"W a distance of 36.56 feet to a capped iron set for a point of curvature;

9. Along a curve to the right, having a radius of 138.00 feet, an arc length of 100.73 feet, a delta angle of $41^{\circ}49'17''$, and a chord which bears $S69^{\circ}02'35''W$ a distance of 98.51 feet to a capped iron set for a point of tangency;

THENCE $S89^{\circ}57'13''W$, along the Southerly line of said 103.44 acre tract of land, also being the Northerly line of County Road 90, a distance of 1034.60 feet to the POINT OF BEGINNING containing 24.976 acres of land, more or less.

APPENDIX C-3
LEGAL DESCRIPTION – IMPROVEMENT AREA #1
(CONSISTING OF AN 80.472 ACRE TRACT, AND A 72.566 ACRE TRACT)



LEGAL DESCRIPTION

Being a 87.472 tract of parcel of land situated in Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, a part of a called 8.37 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, said Official Public Records, and a part of a called 7.00 acre tract of land described in the deed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a Mag Nail found for corner the northwest corner of said 111.844 acre tract, and the Northeast corner of a called 44.25 acre tract of land described in the deed to Celina Independent School District, as recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas;

THENCE S89°55'09"E, with the north line of said 111.844 acre tract, a distance of 84.82 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint set (herein referred to as capped iron rod set) for corner in the north line of said 111.844-acre tract and for the Northernmost Northeast corner of the tract being described herein, and at the beginning of a non-tangential curve to the right;

THENCE severing said 111.844-acre tract of land, the following Twenty-Five (25) courses:

1. With said non-tangential curve to the right having a radius of 96.50 feet, a delta angle of 24°21'34", an arc length of 41.03 feet, a chord bearing of S12°16'58" W, and chord distance of 40.72 feet to a capped iron rod set at the beginning of a reverse curve;
2. With said reverse curve having a radius of 150.00 feet, a delta angle of 25°45'51", an arc length of 67.45 feet, a chord bearing of S11°34'49" W, and chord distance of 66.88 feet to a capped iron rod set;
3. S01°18'07"E, a distance of 740.22 feet to a capped iron rod set for corner;
4. S45°36'38"E, a distance of 14.31 feet to a capped iron rod set for corner;
5. S89°55'09"E, a distance of 140.22 feet to a capped iron rod set for corner;
6. N45°04'51"E, a distance of 14.14 feet to a capped iron rod set for corner;
7. S89°45'52"E, a distance of 50.00 feet to a capped iron rod set for corner;
8. N00°04'51"E, a distance of 110.14 feet to a capped iron rod set for corner;
9. S89°55'09"E, a distance of 133.92 feet to a capped iron rod set for corner;
10. N80°05'21"E, a distance of 60.92 feet to a capped iron rod set for corner;
11. S89°55'09"E, a distance of 247.47 feet to a capped iron rod set for corner;
12. S00°04'51"W, a distance of 468.40 feet to a capped iron rod set for corner;
13. S89°55'09"E, a distance of 120.00 feet to a capped iron rod set for corner;



14. N00°04'50"E, a distance of 34.38 feet to a capped iron rod set for corner;
 15. S89°55'09"E, a distance of 50.00 feet to a capped iron rod set for corner;
 16. N00°04'51"E, a distance of 108.58 feet to a capped iron rod set for corner;
 17. N74°09'11"E, a distance of 272.85 feet to a capped iron rod set for corner;
 18. S89°55'09"E, a distance of 474.28 feet to a capped iron rod set for corner;
 19. S00°04'51"W, a distance of 123.96 feet to a capped iron rod set for corner and the beginning of a tangential curve to the left;
 20. Along a tangential curve to the left, having a radius of 275.00 feet, and arc length of 7.77 feet, a delta angle of 01°37'10" and a chord which bears, S79°22'23"E, a distance of 7.77 feet to a 5/8-inch iron rod with aluminum cap stamped for a point of tangency;
 21. N60°17'09"E, a distance of 14.82 feet to a capped iron rod set for corner;
 22. S70°08'36"E, a distance of 50.01 feet to a capped iron rod set for corner;
 23. S71°29'22"E, a distance of 120.00 feet to a capped iron rod set for corner;
 24. N90°00'00"E, a distance of 113.13 feet to a capped iron rod set for corner;
 25. S00°38'08"E, a distance of 1593.90 feet to a capped iron rod set for corner in a South line of said 111.844-acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.
- THENCE** N89°47'43"W, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;
- THENCE** with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:
1. S06°02'26"W, a distance of 53.86 feet to a capped iron rod set for corner;
 2. S19°07'11"W, a distance of 64.03 feet to a capped iron rod set for corner;
 3. S33°39'52"E, a distance of 58.70 feet to a capped iron rod set for corner;
 4. S48°50'02"W, a distance of 49.50 feet to a capped iron rod set for corner;
 5. S61°18'45"E, a distance of 140.62 feet to a capped iron rod set for corner;
 6. S21°47'28"W, a distance of 37.63 feet to a capped iron rod set for corner;
 7. S41°58'57"W, a distance of 62.56 feet to a capped iron rod set for corner;
 8. S05°20'22"W, a distance of 100.51 feet to a capped iron rod set for corner;
 9. S17°57'34"W, a distance of 83.17 feet to a capped iron rod set for corner;



10. S26°30'46"W, a distance of 72.88 feet to a capped iron rod set for corner;
11. S06°00'09"W, a distance of 44.42 feet to a capped iron rod set for corner;
12. S40°01'05"W, a distance of 76.01 feet to a capped iron rod set for corner;
13. S13°40'20" W, a distance of 59.01 feet to a capped iron rod set for corner and the beginning of a tangential curve to the right same being the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, Official Public Records of Collin County, Texas;

THENCE Along said right-of-way and said tangential curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04°26'51" and a chord which bears, S82°50'06"W, a distance of 366.33 feet to a point of tangency;

THENCE N00°43'46"W, a distance of 796.73 feet to a capped iron rod set for corner;

THENCE N89°47'43"W, a distance of 943.13 feet to a Mag Nail found for corner in the Southwest corner of said 111.844 acre tract, same being the southeast corner of a called 25.00 acre tract of land described in deed to Balaji Texas properties, LLC, as recorded in Instrument No. 20160610000729930, Official Public Records, Collin County, Texas;

THENCE N01°18'07"W, a distance of 2633.17 feet to the **POINT OF BEGINNING** and containing 87.472 acres of land.

SAVE AND EXCEPT

A 7.00 acre remainder of a called 118.904 acre tract of land , conveyed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, Official Public Records of Collin County, Texas.



Metes and Bounds:

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHARLES P. RICE SURVEY, ABSTRACT NO. 771, AND THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 62.140 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894830, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 37.695 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 BY SAID SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, AND BEING A PORTION OF THAT CERTAIN CALLED 111.844 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894820, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "LANDPOINT" (hereinafter referred to as a capped iron rod) set for the beginning of a curve to the left, from which a mag nail found at the intersection of County Road 90 and County Road 87, and being the Northeast corner of that certain called 44.25 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records, Collin County, Texas, bears N89°55'09"W, a distance of 84.82 feet;

THENCE an arc length of 38.85 feet along said curve to the left, having a radius of 96.50 feet, a central angle of 23°03'51", and a long chord which bears N11°25'45"W, a chord distance of 38.58 feet to a capped iron rod set for a point of reverse curve;

THENCE an arc length of 80.00 feet along a curve to the right, having a radius of 150.00 feet, a central angle of 30°33'26", and a long chord which bears N07°40'57"W, a chord distance of 79.05 feet to a capped iron rod set for a point of compound curve;

THENCE an arc length of 378.92 feet along a curve to the right, having a radius of 740.00 feet, a delta angle of 29°20'18", and a long chord which bears N22°15'55"E, a chord distance of 374.79 feet to a capped iron rod set for the end of said curve;

THENCE N36°56'04"E, a distance of 200.15 feet to a capped iron rod set for the beginning of a curve to the left;



THENCE an arc length of 555.36 feet along said curve to the left, having a radius of 860.00 feet, a central angle of 37°00'00", and a long chord which bears N18°26'04"E, a chord distance of 545.76 feet to a capped iron rod set for the end of said curve;

THENCE N00°03'56"W, a distance of 231.81 feet to a mag nail with washer stamped "LANDPOINT" set for corner in the westerly line of that certain called 539.914 acre tract of land described by deed to The Parks at Wilson Creek, L.P., recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, from which a mag nail found for the Northwest corner of said 62.140 acre tract of land and an angle point in the westerly line of said 539.914 acre tract of land bears N89°55'12"W, a distance of 60.00 feet;

THENCE N89°24'36"E, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. S89°32'47"E, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. S57°30'33"E, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. S21°55'03"E, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears N06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. S06°56'20"E, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. S89°54'49"E, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. S08°33'37"W, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. S07°30'31"W, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;



THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. S69°28'40"W, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears N00°03'23"E, a distance of 1.47 feet;
2. N89°55'09"W, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE S00°17'13"E, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE S88°21'21"E, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears S88°21'21"E, a distance of 15.83 feet;

THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. S00°30'04"W, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. S54°14'21"W, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. S00°38'08"E, a distance of 47.63 feet to a 1/2-inch rod found for corner;

THENCE severing said 111.844 acre tract of land, the following Seven (7) courses and distances:

1. S89°50'16"W, a distance of 112.18 feet to a capped iron rod set for corner;
2. N71°29'22"W, a distance of 121.00 feet to a capped iron rod set for corner;
3. N70°08'36"W, a distance of 50.01 feet to a capped iron rod set for corner, and being the beginning of a curve to the right;
4. an arc length of 133.70 feet with said curve to the right, having a radius of 525.00 feet, a central angle of 14°35'28", and a long chord which bears N25°56'04"E, a chord distance of 133.34 feet to a capped iron rod set for a point of tangency;
5. N33°13'48"E, a distance of 123.23 feet to a capped iron rod set for the beginning of a curve to the left;
6. an arc length of 274.82 feet along said curve to the left, having a radius of 475.00 feet, a central angle of 33°08'57", and a long chord which bears N16°39'19"E, a chord distance of 271.00 feet to a capped iron rod set for a point of tangency;



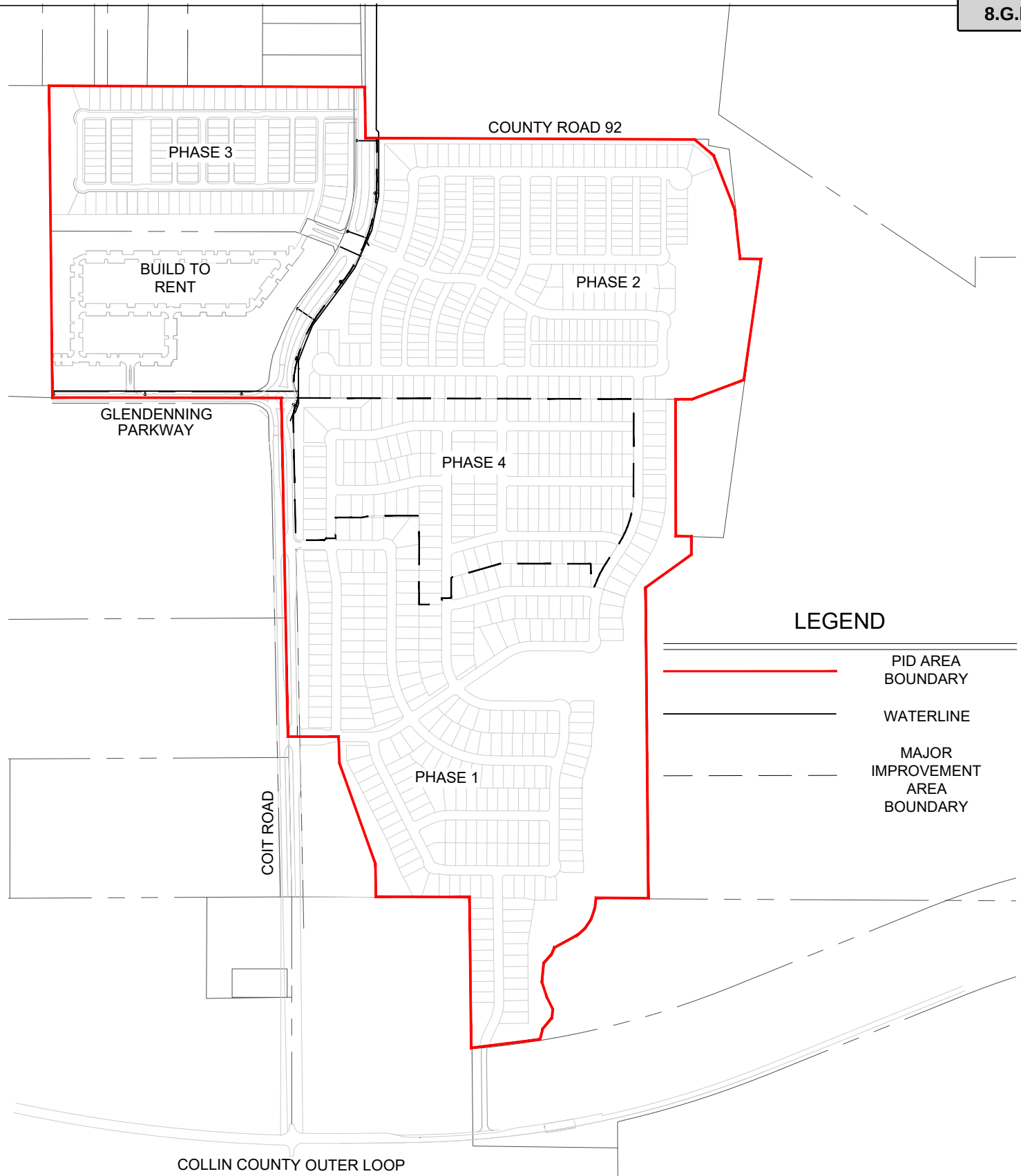
7. N00°04'51"E, a distance of 505.11 feet to a capped iron rod set for an interior ell corner, being in the South line of said 62.140 acre tract of land and the North line of said 111.844 acre tract of land;

THENCE N89°55'09"W, with the South line of said 62.140 acre tract of land and the North line of said 62.140 acre tract of land, a distance of 1,775.23 feet to the **POINT OF BEGINNING** and containing 72.566 acres of land, more or less.

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone, 4202.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

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Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

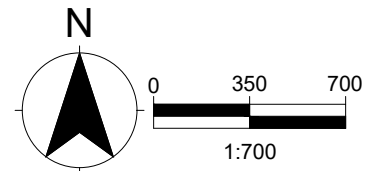
MAJOR IMPROVEMENT AREA WATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

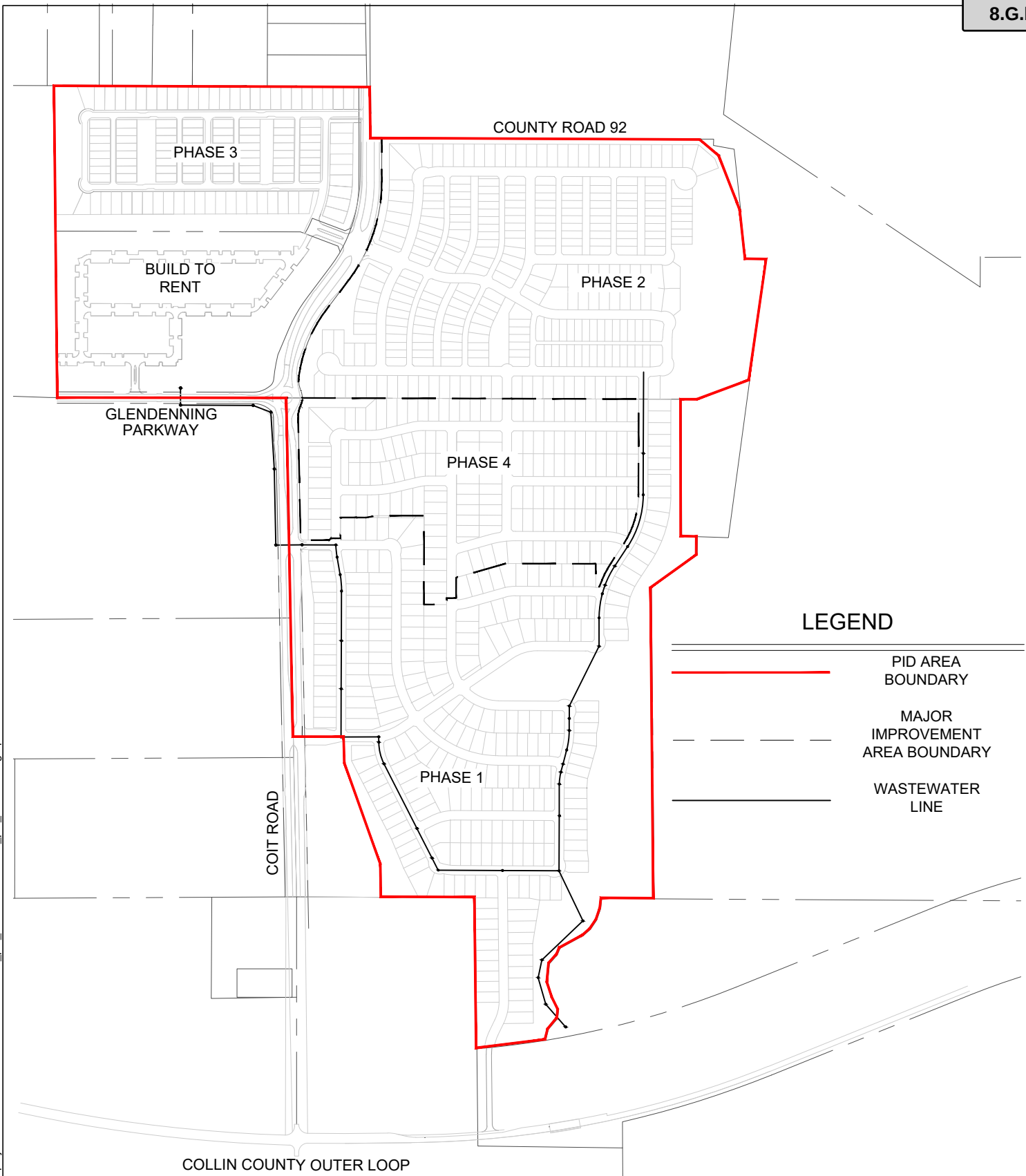


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 641



LEGEND

	PID AREA BOUNDARY
	MAJOR IMPROVEMENT AREA BOUNDARY
	WASTEWATER LINE



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

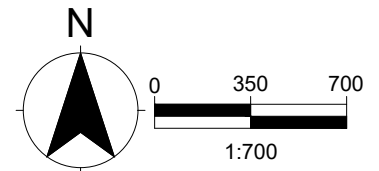
MAJOR IMPROVEMENT AREA WASTEWATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



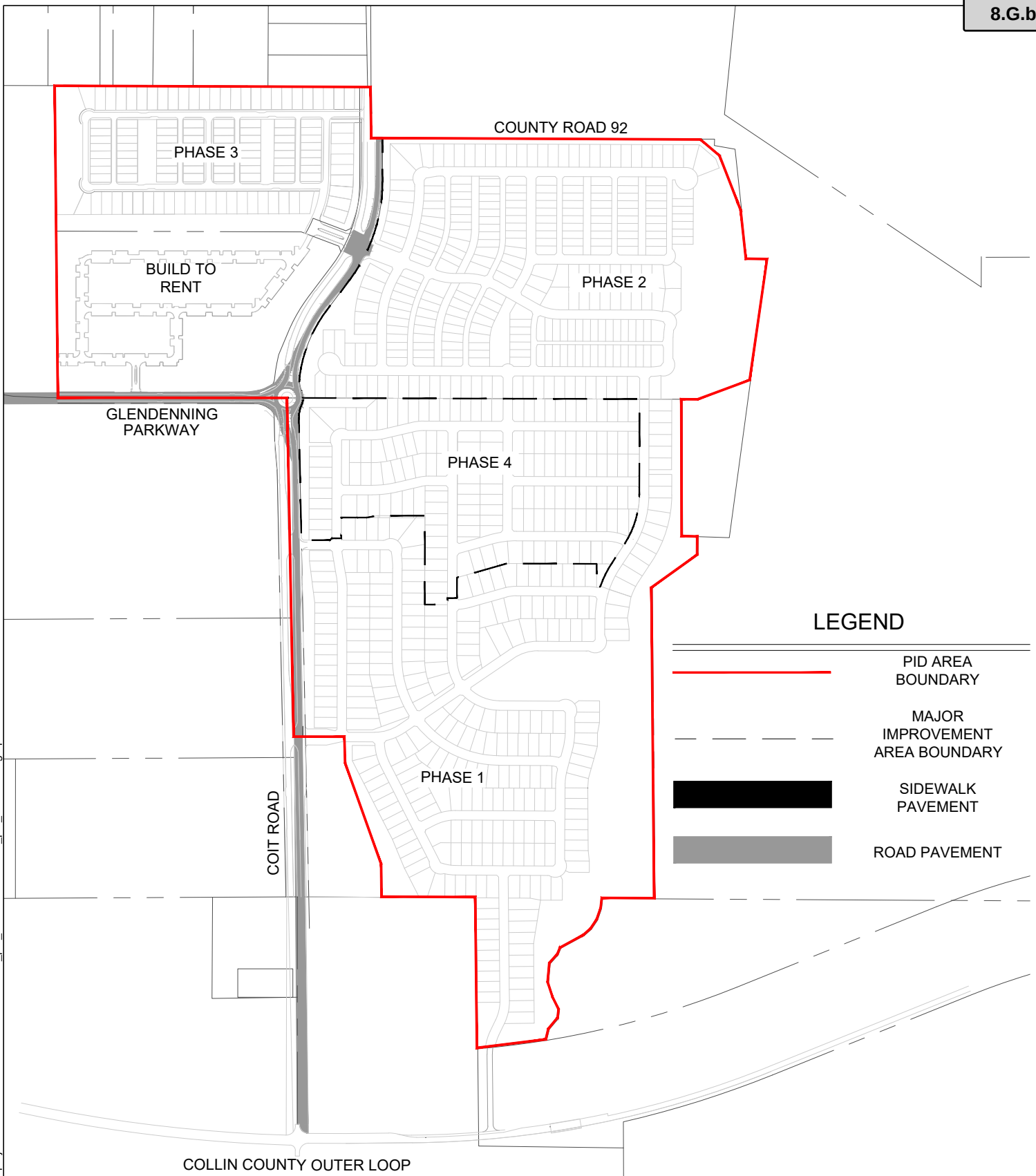
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 642

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Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

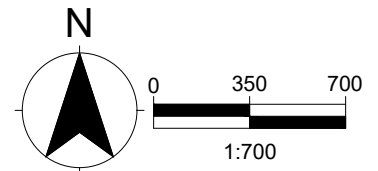
MAJOR IMPROVEMENT AREA PAVING PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

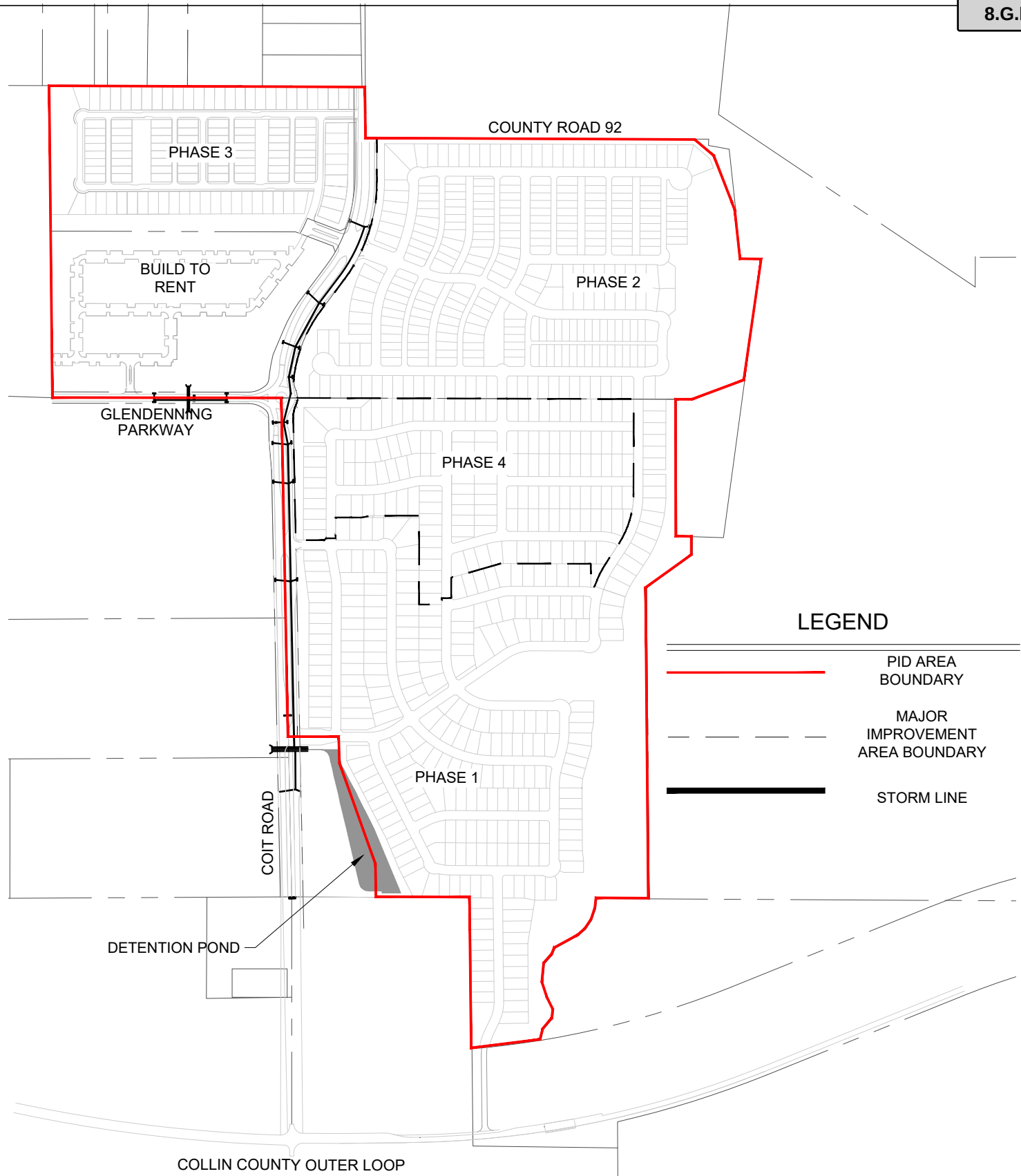


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 643



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

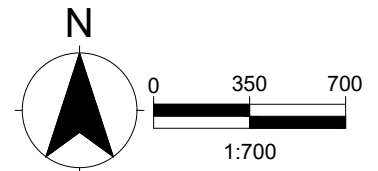
MAJOR IMPROVEMENT AREA STORM PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



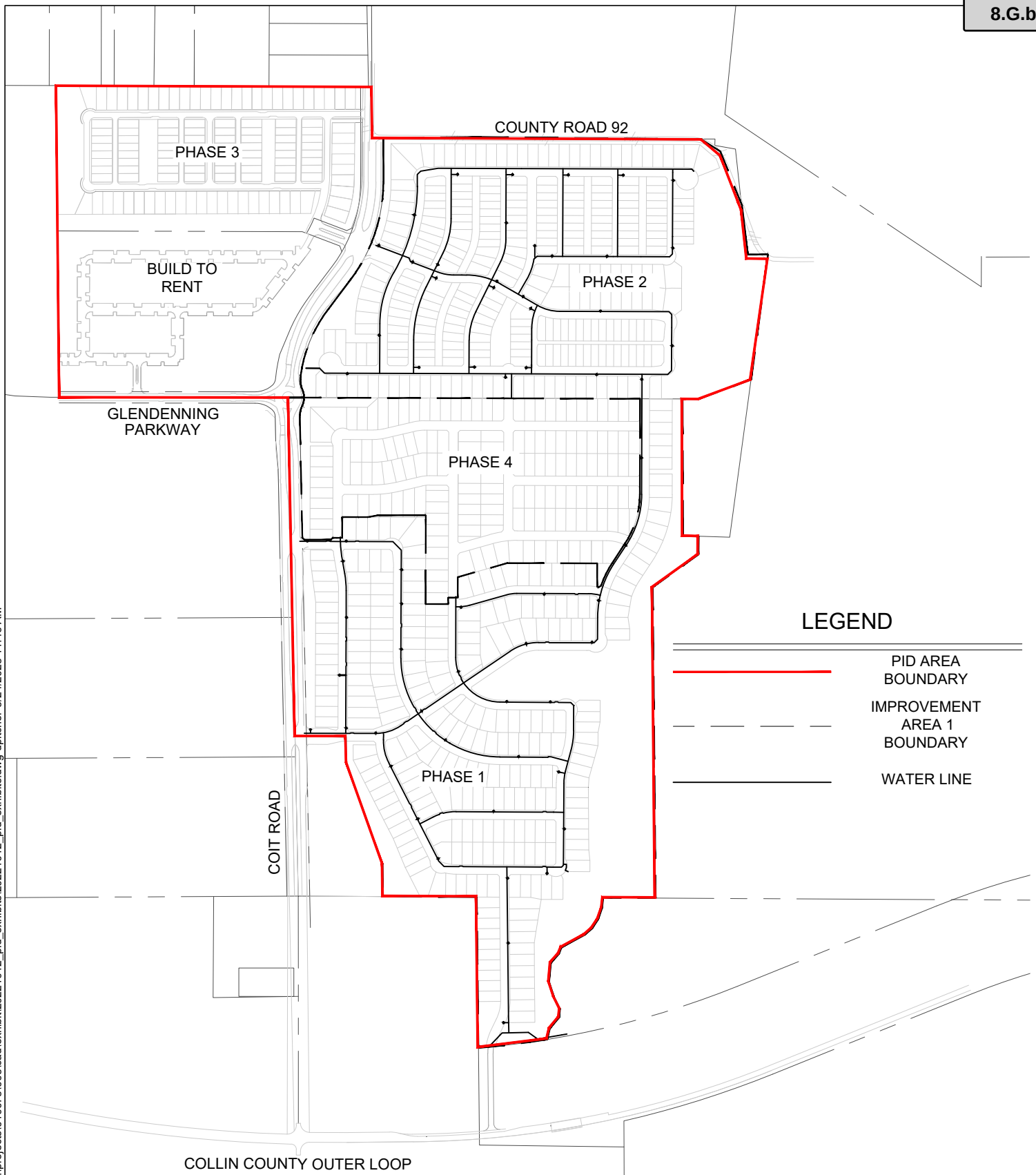
PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 644

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Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

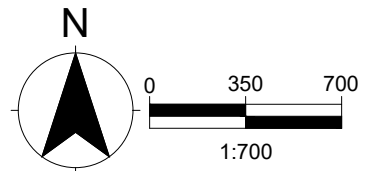
IMPROVEMENT AREA 1 WATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



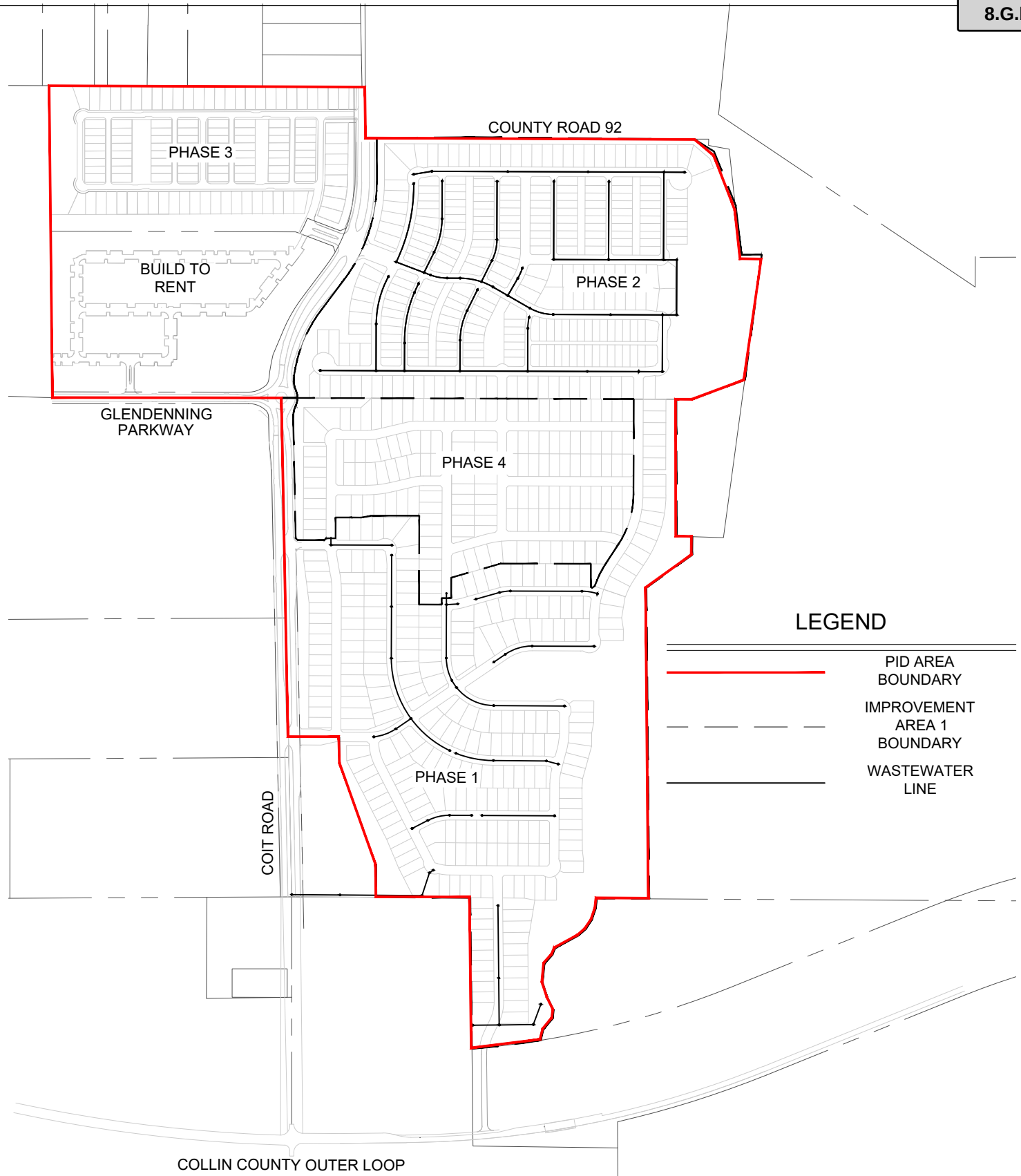
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SHEET:

DATE:
2022/10/05

Packet Pg. 645

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Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

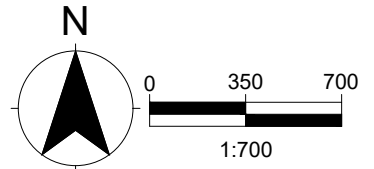
IMPROVEMENT AREA 1 WASTEWATER PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

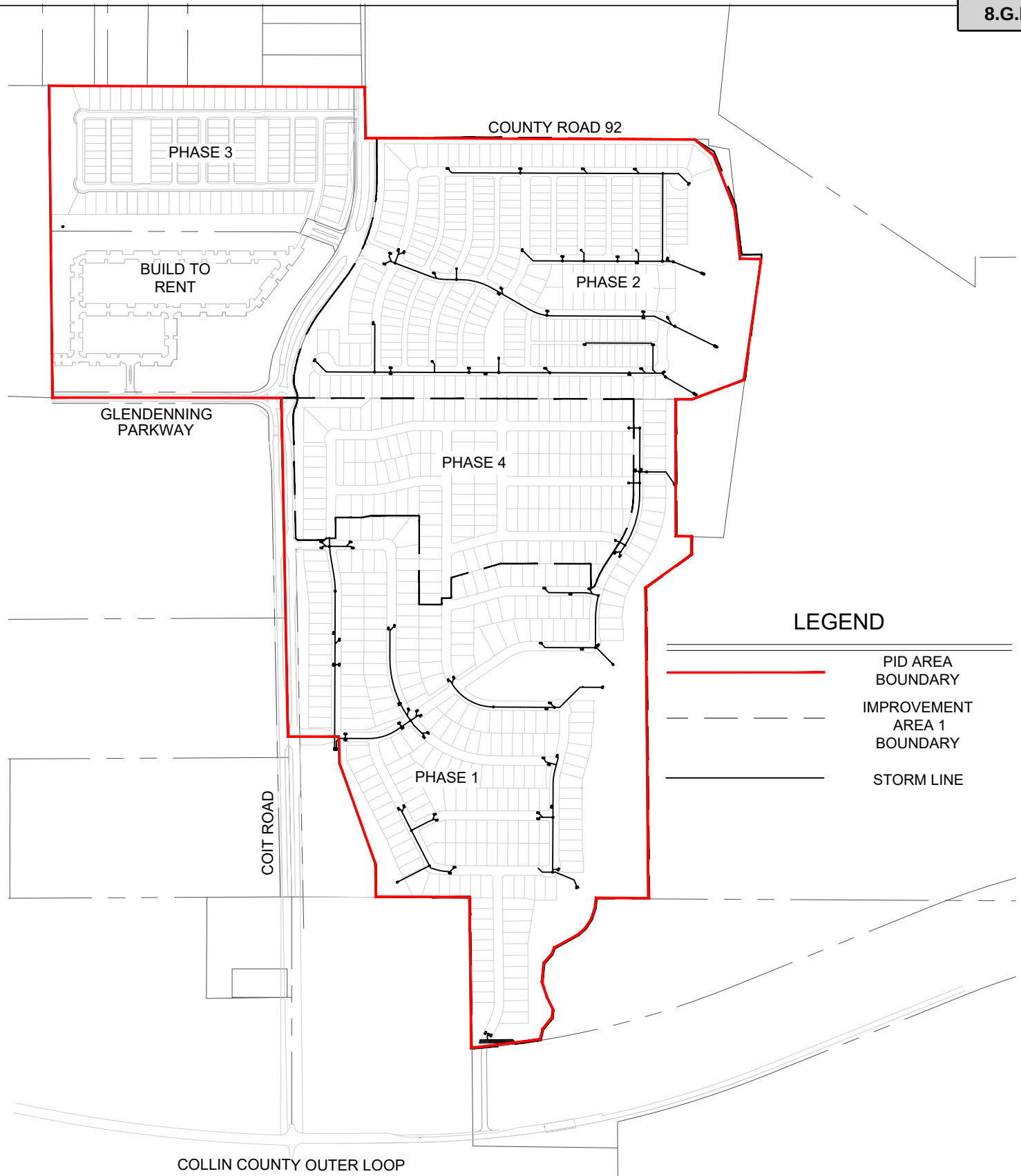


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 646



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

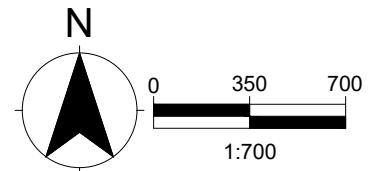
IMPROVEMENT AREA 1 STORM PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON

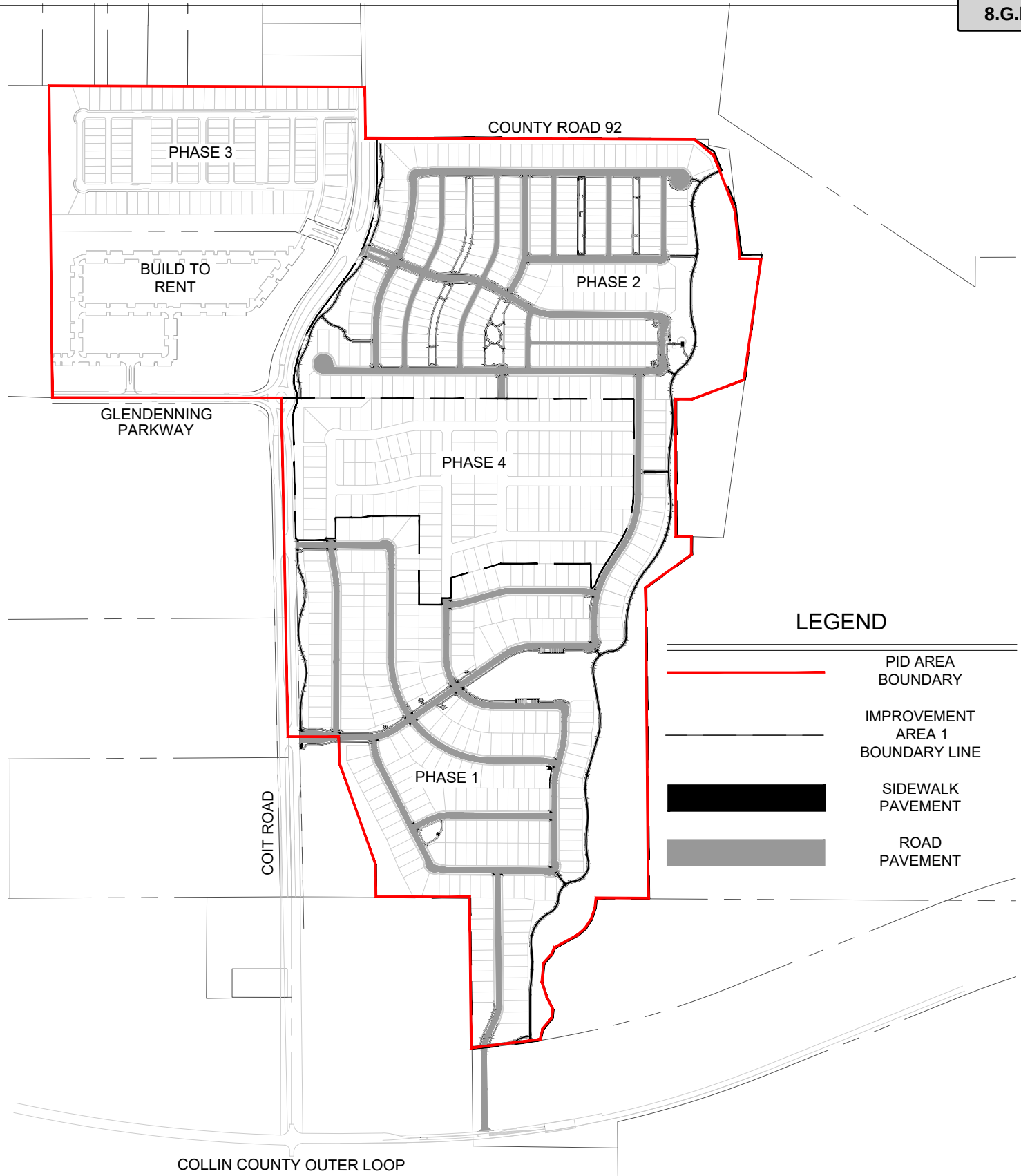


PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 647



3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

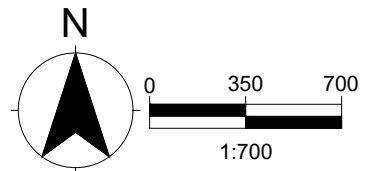
IMPROVEMENT AREA 1 PAVING PID EXHIBIT

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

CLIENT

TAYLOR MORRISON



PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05

Packet Pg. 648

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

AFTER RECORDING RETURN TO:

 _____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
 CITY OF CELINA, TEXAS
 CONCERNING THE FOLLOWING PROPERTY

 STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the “City”), for the costs of a portion of a public improvement or services project (the “Authorized Improvements”) undertaken for the benefit of the property within **Cross Creek Meadows Public Improvement District** (the “District”) created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

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

Notary Public, State of Texas]³

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

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

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER_____
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

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

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

Notary Public, State of Texas]⁴

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

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

Appendix F

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

“**Lot Type 1**” means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the Development Agreement.

“**Lot Type 2**” means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 55 feet, provided by the Development Agreement.

“**Lot Type 3**” means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 40 feet, provided by the Development Agreement.

“**Lot Type 4**” means lots identified as such on the Assessment Rolls, being build to rent (BTR) units as provided by the Development Agreement.

A) Proposed Development

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

Table F-A.1
Proposed Development within the PID

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	191	Units
Lot Type 2 (55 Ft Lot)	385	Units
Lot Type 3 (40 Ft Lot)	247	Units
Lot Type 4 (BTR Lot)	266	Units
Total	1,089	Units

Table F-A.2 shows the proposed residential units within Improvement Area #1.

Table F-A.2
Proposed Development – Improvement Area #1

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	138	Units
Lot Type 2 (55 Ft Lot)	229	Units
Lot Type 3 (40 Ft Lot)	183	Units
Total	550	Units

Table F-A.3 shows the proposed residential units within the Major Improvement Area.

Table F-A.3
Proposed Development – Major Improvement Area

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	53	Units
Lot Type 2 (55 Ft Lot)	156	Units
Lot Type 3 (40 Ft Lot)	64	Units
Lot Type 4 (BTR Lot)	266	Units
Total	539	Units

Table F-A.4 shows the proposed residential units within Major Improvement Area BTR Property.

Table F-A.4
Proposed Development – Major Improvement Area BTR Property

Lot Type	Proposed Development	
Lot Type 4 (BTR Lot)	266	Units
Total	266	Units

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects and the Major Improvement Area Projects to be financed with (i) the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement and (ii) the Major Improvement Area Bonds, respectively, shall be allocated to the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property by spreading the entire Improvement Area #1 Assessment and Major Improvement Area Assessment across the Parcels within Improvement Area #1 and the Major Improvement Area, respectively, based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 55 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications from Lot Type 1 (60 Ft Lot) representing the highest value to Lot Type 4 (BTR Lot) representing the lowest value for residential lots are set forth in Table F-B.1. Assessments

are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lot) to 1.0.

Table F-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft Lot)	\$640,000	1.00 per dwelling unit
Lot Type 2 (55 Ft Lot)	\$580,000	0.91 per dwelling unit
Lot Type 3 (40 Ft Lot)	\$385,000	0.60 per dwelling unit
Lot Type 4 (BTR Lot)	\$324,500	0.51 per dwelling unit

The total estimated Equivalent Units for the Major Improvement Area are shown in Table F-B.2 as calculated based on the Equivalent Unit factors shown in Table F-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table F-B.2
Estimated Equivalent Units – Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	53	1.00	53.00
Lot Type 2 (55 Ft Lot)	156	0.91	141.96
Lot Type 3 (40 Ft Lot)	64	0.60	38.40
Lot Type 4 (BTR Lot)	266	0.51	135.66
Total Equivalent Units	539		369.02

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

Table F-B.3
Estimated Equivalent Units – Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	138	1.00	138.00
Lot Type 2 (55 Ft Lot)	229	0.91	208.39
Lot Type 3 (40 Ft Lot)	183	0.60	109.80
Total Equivalent Units	550		456.19

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

Table F-B.4
Estimated Equivalent Units – Major Improvement Area BTR Property

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 4 (BTR Lot)	266	0.51	135.66
Total Equivalent Units	266		135.66

C) Allocation of Assessments to Lots within the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area, is \$5,762,000. As shown in Table F-B.2, there are a total of 369.02 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of \$15,614.33.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$15,614.33 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$15,614.33 (i.e. \$15,614.33 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is \$14,209.04 (i.e. \$15,614.33 x 0.91). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$9,368.60 (i.e. \$15,614.33 x 0.60). The Assessment for a Lot Type 4 (BTR Lot) dwelling unit is \$7,963.31 (i.e. \$15,614.33 x 0.51). Table F-C.1 sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Table F-C.1
Assessment Per Unit – Major Improvement Area

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft Lot)	53	\$15,614.33	1.00	\$15,614.33 per dwelling unit	\$827,559
Lot Type 2 (55 Ft Lot)	156	\$15,614.33	0.91	\$14,209.04 per dwelling unit	\$2,216,610
Lot Type 3 (40 Ft Lot)	64	\$15,614.33	0.60	\$9,368.60 per dwelling unit	\$599,590
Lot Type 4 (BTR Lot)	266	\$15,614.33	0.51	\$7,963.31 per dwelling unit	\$2,118,240
Total	539				\$5,762,000

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

Table F-C.2
Projected Leverage – Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	53	\$90,000	\$640,000	\$15,614.33	5.76	40.99
Lot Type 2 (55 Ft Lot)	156	\$82,000	\$580,000	\$14,209.04	5.77	40.82
Lot Type 3 (40 Ft Lot)	64	\$60,000	\$385,000	\$9,368.60	6.40	41.09
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$7,963.31	5.90	40.75

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

Table F-C.3
Estimated Tax Rate Equivalent per unit – Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (60 Ft Lot)	53	\$90,000	\$640,000	\$1,522.26	\$1.691	\$0.238
Lot Type 2 (55 Ft Lot)	156	\$82,000	\$580,000	\$1,385.25	\$1.689	\$0.239
Lot Type 3 (40 Ft Lot)	64	\$60,000	\$385,000	\$913.35	\$1.522	\$0.237
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$776.35	\$1.652	\$0.239

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

D) Allocation of Assessments to Lots within Major Improvement Area BTR Property

As described in Section V, the Major Improvement Area Projects are allocated to the Major Improvement Area BTR Property and Future Improvement Areas. The total amount of the Major Improvement Area Bonds applicable to the Major Improvement Area BTR Property, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area BTR Property, is \$2,118,240. As shown in Table F-B.4, there are a total of 135.66 estimated Equivalent Units in the Major Improvement Area BTR Property, resulting in an Assessment per Equivalent Unit of \$15,614.33.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$15,614.33 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (BTR Lot) dwelling unit is \$7,963.31 (i.e. \$15,614.33 x 0.51). Table F-D.1 sets forth

the Assessment per dwelling unit for each Lot Type in the Major Improvement Area BTR Property.

Table F- D.1
Assessment Per Unit – Major Improvement Area BTR Property

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 4 (BTR Lot)	266	\$15,614.33	0.51	\$7,963.31 per dwelling unit	\$2,118,240
Total	266				\$2,118,240

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F- D.2.

Table F- D.2
Projected Leverage – Major Improvement Area BTR Property

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$7,963.31	5.90	40.75

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

Table F- D.3
Estimated Tax Rate Equivalent per unit – Major Improvement Area BTR Property

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 4 (BTR Lot)	266	\$47,000	\$324,500	\$776.35	\$1.652	\$0.239

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area BTR Property is attached as Appendix G-2 of the Major Improvement Area Assessment Roll, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

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

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement applicable to the Improvement Area #1, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is \$21,016,000. As shown in Table F-B.3, there are a total of 456.19 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of \$46,068.52.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$46,068.52 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$46,068.52 (i.e. \$46,068.52 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is \$41,922.36 (i.e. \$46,068.52 x 0.86). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$27,641.11 (i.e. \$46,068.52 x 0.61). Table F-E.1 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-E.1
Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft Lot)	138	\$46,068.52	1.00	\$46,068.52 per dwelling unit	\$6,357,456
Lot Type 2 (55 Ft Lot)	229	\$46,068.52	0.91	\$41,922.36 per dwelling unit	\$9,600,220
Lot Type 3 (40 Ft Lot)	183	\$46,068.52	0.60	\$27,641.11 per dwelling unit	\$5,058,324
Total	550				\$21,016,000

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

Table F-E.2
Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	138	\$90,000	\$640,000	\$46,068.52	1.95	13.89
Lot Type 2 (55 Ft Lot)	229	\$82,000	\$580,000	\$41,922.36	1.96	13.84
Lot Type 3 (40 Ft Lot)	183	\$60,000	\$385,000	\$27,641.11	2.17	13.93

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

Table F-E.3
Estimated Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (60 Ft Lot)	138	\$90,000	\$640,000	\$3,760.24	\$4.178	\$0.588
Lot Type 2 (55 Ft Lot)	229	\$82,000	\$580,000	\$3,421.82	\$4.173	\$0.590
Lot Type 3 (40 Ft Lot)	183	\$60,000	\$385,000	\$2,256.14	\$3.760	\$0.586

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

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll

Parcel
Equivalent Units
Assessment

1011586, 2841668, part of 2841799
369.02
\$5,762,000

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$104,436	\$0	\$0	(\$104,436)	\$0
9/1/24	\$66,000	\$417,745	\$51,000	\$28,810	\$0	\$563,555
9/1/25	\$70,000	\$412,960	\$52,020	\$28,480	\$0	\$563,460
9/1/26	\$74,000	\$407,885	\$53,060	\$28,130	\$0	\$563,075
9/1/27	\$78,000	\$402,520	\$54,122	\$27,760	\$0	\$562,402
9/1/28	\$83,000	\$396,865	\$55,204	\$27,370	\$0	\$562,439
9/1/29	\$88,000	\$390,848	\$56,308	\$26,955	\$0	\$562,111
9/1/30	\$93,000	\$384,468	\$57,434	\$26,515	\$0	\$561,417
9/1/31	\$99,000	\$377,725	\$58,583	\$26,050	\$0	\$561,358
9/1/32	\$105,000	\$370,548	\$59,755	\$25,555	\$0	\$560,857
9/1/33	\$112,000	\$362,935	\$60,950	\$25,030	\$0	\$560,915
9/1/34	\$120,000	\$354,815	\$62,169	\$24,470	\$0	\$561,454
9/1/35	\$127,000	\$346,115	\$63,412	\$23,870	\$0	\$560,397
9/1/36	\$136,000	\$336,908	\$64,680	\$23,235	\$0	\$560,823
9/1/37	\$145,000	\$327,048	\$65,974	\$22,555	\$0	\$560,576
9/1/38	\$155,000	\$316,535	\$67,293	\$21,830	\$0	\$560,658
9/1/39	\$166,000	\$305,298	\$68,639	\$21,055	\$0	\$560,992
9/1/40	\$177,000	\$293,263	\$70,012	\$20,225	\$0	\$560,500
9/1/41	\$190,000	\$280,430	\$71,412	\$19,340	\$0	\$561,182
9/1/42	\$203,000	\$266,655	\$72,841	\$18,390	\$0	\$560,886
9/1/43	\$217,000	\$251,938	\$74,297	\$17,375	\$0	\$560,610
9/1/44	\$233,000	\$236,205	\$75,783	\$16,290	\$0	\$561,278
9/1/45	\$249,000	\$219,313	\$77,299	\$15,125	\$0	\$560,736
9/1/46	\$267,000	\$201,260	\$78,845	\$13,880	\$0	\$560,985
9/1/47	\$287,000	\$181,903	\$80,422	\$12,545	\$0	\$561,869
9/1/48	\$308,000	\$161,095	\$82,030	\$11,110	\$0	\$562,235
9/1/49	\$330,000	\$138,765	\$83,671	\$9,570	\$0	\$562,006
9/1/50	\$355,000	\$114,840	\$85,344	\$7,920	\$0	\$563,104
9/1/51	\$381,000	\$89,103	\$87,051	\$6,145	\$0	\$563,299
9/1/52	\$409,000	\$61,480	\$88,792	\$4,240	\$0	\$563,512
9/1/53	\$439,000	\$31,828	\$90,568	\$2,195	\$0	\$563,591
Total	\$5,762,000	\$8,543,726	\$2,068,972	\$582,020	(\$104,436)	\$16,852,282

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Appendix G-2
Major Improvement Area Assessment Roll by Parcel
(Major Improvement Area BTR Property)

Parcel	1011586
Equivalent Units	135.66
Assessment	\$2,118,240

Year ¹	Principal ²	Interest ²	Administrative Expenses ³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$38,393	\$0	\$0	(\$38,393)	\$0
9/1/24	\$24,263	\$153,572	\$18,749	\$10,591	\$0	\$207,175
9/1/25	\$25,734	\$151,813	\$19,124	\$10,470	\$0	\$207,140
9/1/26	\$27,204	\$149,948	\$19,506	\$10,341	\$0	\$206,999
9/1/27	\$28,675	\$147,975	\$19,896	\$10,205	\$0	\$206,751
9/1/28	\$30,513	\$145,896	\$20,294	\$10,062	\$0	\$206,765
9/1/29	\$32,351	\$143,684	\$20,700	\$9,909	\$0	\$206,644
9/1/30	\$34,189	\$141,339	\$21,114	\$9,748	\$0	\$206,389
9/1/31	\$36,395	\$138,860	\$21,536	\$9,577	\$0	\$206,368
9/1/32	\$38,600	\$136,222	\$21,967	\$9,395	\$0	\$206,184
9/1/33	\$41,174	\$133,423	\$22,406	\$9,202	\$0	\$206,205
9/1/34	\$44,115	\$130,438	\$22,855	\$8,996	\$0	\$206,403
9/1/35	\$46,688	\$127,240	\$23,312	\$8,775	\$0	\$206,014
9/1/36	\$49,997	\$123,855	\$23,778	\$8,542	\$0	\$206,171
9/1/37	\$53,305	\$120,230	\$24,253	\$8,292	\$0	\$206,080
9/1/38	\$56,981	\$116,365	\$24,739	\$8,025	\$0	\$206,111
9/1/39	\$61,025	\$112,234	\$25,233	\$7,740	\$0	\$206,233
9/1/40	\$65,069	\$107,810	\$25,738	\$7,435	\$0	\$206,052
9/1/41	\$69,848	\$103,092	\$26,253	\$7,110	\$0	\$206,303
9/1/42	\$74,627	\$98,028	\$26,778	\$6,761	\$0	\$206,194
9/1/43	\$79,774	\$92,618	\$27,313	\$6,387	\$0	\$206,093
9/1/44	\$85,656	\$86,834	\$27,860	\$5,989	\$0	\$206,338
9/1/45	\$91,538	\$80,624	\$28,417	\$5,560	\$0	\$206,139
9/1/46	\$98,155	\$73,988	\$28,985	\$5,103	\$0	\$206,231
9/1/47	\$105,508	\$66,871	\$29,565	\$4,612	\$0	\$206,556
9/1/48	\$113,228	\$59,222	\$30,156	\$4,084	\$0	\$206,690
9/1/49	\$121,315	\$51,013	\$30,759	\$3,518	\$0	\$206,606
9/1/50	\$130,506	\$42,218	\$31,374	\$2,912	\$0	\$207,010
9/1/51	\$140,064	\$32,756	\$32,002	\$2,259	\$0	\$207,081
9/1/52	\$150,358	\$22,601	\$32,642	\$1,559	\$0	\$207,160
9/1/53	\$161,386	\$11,701	\$33,295	\$807	\$0	\$207,188
Total	\$2,118,240	\$3,140,865	\$760,600	\$213,964	(\$38,393)	\$6,195,276

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Appendix G-3
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 1 (60 Ft Lot)
1.00
\$15,614.33

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$283	\$0	\$0	(\$283)	\$0
9/1/24	\$179	\$1,132	\$138	\$78	\$0	\$1,527
9/1/25	\$190	\$1,119	\$141	\$77	\$0	\$1,527
9/1/26	\$201	\$1,105	\$144	\$76	\$0	\$1,526
9/1/27	\$211	\$1,091	\$147	\$75	\$0	\$1,524
9/1/28	\$225	\$1,075	\$150	\$74	\$0	\$1,524
9/1/29	\$238	\$1,059	\$153	\$73	\$0	\$1,523
9/1/30	\$252	\$1,042	\$156	\$72	\$0	\$1,521
9/1/31	\$268	\$1,024	\$159	\$71	\$0	\$1,521
9/1/32	\$285	\$1,004	\$162	\$69	\$0	\$1,520
9/1/33	\$304	\$984	\$165	\$68	\$0	\$1,520
9/1/34	\$325	\$962	\$168	\$66	\$0	\$1,521
9/1/35	\$344	\$938	\$172	\$65	\$0	\$1,519
9/1/36	\$369	\$913	\$175	\$63	\$0	\$1,520
9/1/37	\$393	\$886	\$179	\$61	\$0	\$1,519
9/1/38	\$420	\$858	\$182	\$59	\$0	\$1,519
9/1/39	\$450	\$827	\$186	\$57	\$0	\$1,520
9/1/40	\$480	\$795	\$190	\$55	\$0	\$1,519
9/1/41	\$515	\$760	\$194	\$52	\$0	\$1,521
9/1/42	\$550	\$723	\$197	\$50	\$0	\$1,520
9/1/43	\$588	\$683	\$201	\$47	\$0	\$1,519
9/1/44	\$631	\$640	\$205	\$44	\$0	\$1,521
9/1/45	\$675	\$594	\$209	\$41	\$0	\$1,520
9/1/46	\$724	\$545	\$214	\$38	\$0	\$1,520
9/1/47	\$778	\$493	\$218	\$34	\$0	\$1,523
9/1/48	\$835	\$437	\$222	\$30	\$0	\$1,524
9/1/49	\$894	\$376	\$227	\$26	\$0	\$1,523
9/1/50	\$962	\$311	\$231	\$21	\$0	\$1,526
9/1/51	\$1,032	\$241	\$236	\$17	\$0	\$1,526
9/1/52	\$1,108	\$167	\$241	\$11	\$0	\$1,527
9/1/53	\$1,190	\$86	\$245	\$6	\$0	\$1,527
Total	\$15,614	\$23,152	\$5,607	\$1,577	(\$283)	\$45,668

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Appendix G-4
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 2 (55 Ft Lot)
0.91
\$14,209.04

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$258	\$0	\$0	(\$258)	\$0
9/1/24	\$163	\$1,030	\$126	\$71	\$0	\$1,390
9/1/25	\$173	\$1,018	\$128	\$70	\$0	\$1,389
9/1/26	\$182	\$1,006	\$131	\$69	\$0	\$1,389
9/1/27	\$192	\$993	\$133	\$68	\$0	\$1,387
9/1/28	\$205	\$979	\$136	\$67	\$0	\$1,387
9/1/29	\$217	\$964	\$139	\$66	\$0	\$1,386
9/1/30	\$229	\$948	\$142	\$65	\$0	\$1,384
9/1/31	\$244	\$931	\$144	\$64	\$0	\$1,384
9/1/32	\$259	\$914	\$147	\$63	\$0	\$1,383
9/1/33	\$276	\$895	\$150	\$62	\$0	\$1,383
9/1/34	\$296	\$875	\$153	\$60	\$0	\$1,385
9/1/35	\$313	\$854	\$156	\$59	\$0	\$1,382
9/1/36	\$335	\$831	\$160	\$57	\$0	\$1,383
9/1/37	\$358	\$806	\$163	\$56	\$0	\$1,382
9/1/38	\$382	\$781	\$166	\$54	\$0	\$1,383
9/1/39	\$409	\$753	\$169	\$52	\$0	\$1,383
9/1/40	\$436	\$723	\$173	\$50	\$0	\$1,382
9/1/41	\$469	\$692	\$176	\$48	\$0	\$1,384
9/1/42	\$501	\$658	\$180	\$45	\$0	\$1,383
9/1/43	\$535	\$621	\$183	\$43	\$0	\$1,382
9/1/44	\$575	\$582	\$187	\$40	\$0	\$1,384
9/1/45	\$614	\$541	\$191	\$37	\$0	\$1,383
9/1/46	\$658	\$496	\$194	\$34	\$0	\$1,383
9/1/47	\$708	\$449	\$198	\$31	\$0	\$1,386
9/1/48	\$760	\$397	\$202	\$27	\$0	\$1,386
9/1/49	\$814	\$342	\$206	\$24	\$0	\$1,386
9/1/50	\$875	\$283	\$210	\$20	\$0	\$1,389
9/1/51	\$940	\$220	\$215	\$15	\$0	\$1,389
9/1/52	\$1,009	\$152	\$219	\$10	\$0	\$1,390
9/1/53	\$1,083	\$78	\$223	\$5	\$0	\$1,390
Total	\$14,209	\$21,069	\$5,102	\$1,435	(\$258)	\$41,558

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Appendix G-5
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 3 (40 Ft Lot)
0.60
\$9,368.60

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$170	\$0	\$0	(\$170)	\$0
9/1/24	\$107	\$679	\$83	\$47	\$0	\$916
9/1/25	\$114	\$671	\$85	\$46	\$0	\$916
9/1/26	\$120	\$663	\$86	\$46	\$0	\$916
9/1/27	\$127	\$654	\$88	\$45	\$0	\$914
9/1/28	\$135	\$645	\$90	\$45	\$0	\$914
9/1/29	\$143	\$635	\$92	\$44	\$0	\$914
9/1/30	\$151	\$625	\$93	\$43	\$0	\$913
9/1/31	\$161	\$614	\$95	\$42	\$0	\$913
9/1/32	\$171	\$602	\$97	\$42	\$0	\$912
9/1/33	\$182	\$590	\$99	\$41	\$0	\$912
9/1/34	\$195	\$577	\$101	\$40	\$0	\$913
9/1/35	\$206	\$563	\$103	\$39	\$0	\$911
9/1/36	\$221	\$548	\$105	\$38	\$0	\$912
9/1/37	\$236	\$532	\$107	\$37	\$0	\$911
9/1/38	\$252	\$515	\$109	\$35	\$0	\$912
9/1/39	\$270	\$496	\$112	\$34	\$0	\$912
9/1/40	\$288	\$477	\$114	\$33	\$0	\$911
9/1/41	\$309	\$456	\$116	\$31	\$0	\$912
9/1/42	\$330	\$434	\$118	\$30	\$0	\$912
9/1/43	\$353	\$410	\$121	\$28	\$0	\$912
9/1/44	\$379	\$384	\$123	\$26	\$0	\$913
9/1/45	\$405	\$357	\$126	\$25	\$0	\$912
9/1/46	\$434	\$327	\$128	\$23	\$0	\$912
9/1/47	\$467	\$296	\$131	\$20	\$0	\$914
9/1/48	\$501	\$262	\$133	\$18	\$0	\$914
9/1/49	\$537	\$226	\$136	\$16	\$0	\$914
9/1/50	\$577	\$187	\$139	\$13	\$0	\$916
9/1/51	\$619	\$145	\$142	\$10	\$0	\$916
9/1/52	\$665	\$100	\$144	\$7	\$0	\$916
9/1/53	\$714	\$52	\$147	\$4	\$0	\$916
Total	\$9,369	\$13,891	\$3,364	\$946	(\$170)	\$27,401

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

Appendix G-6
Major Improvement Area Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 4 (BTR Lot)
0.51
\$7,963.31

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$144	\$0	\$0	(\$144)	\$0
9/1/24	\$91	\$577	\$70	\$40	\$0	\$779
9/1/25	\$97	\$571	\$72	\$39	\$0	\$779
9/1/26	\$102	\$564	\$73	\$39	\$0	\$778
9/1/27	\$108	\$556	\$75	\$38	\$0	\$777
9/1/28	\$115	\$548	\$76	\$38	\$0	\$777
9/1/29	\$122	\$540	\$78	\$37	\$0	\$777
9/1/30	\$129	\$531	\$79	\$37	\$0	\$776
9/1/31	\$137	\$522	\$81	\$36	\$0	\$776
9/1/32	\$145	\$512	\$83	\$35	\$0	\$775
9/1/33	\$155	\$502	\$84	\$35	\$0	\$775
9/1/34	\$166	\$490	\$86	\$34	\$0	\$776
9/1/35	\$176	\$478	\$88	\$33	\$0	\$774
9/1/36	\$188	\$466	\$89	\$32	\$0	\$775
9/1/37	\$200	\$452	\$91	\$31	\$0	\$775
9/1/38	\$214	\$437	\$93	\$30	\$0	\$775
9/1/39	\$229	\$422	\$95	\$29	\$0	\$775
9/1/40	\$245	\$405	\$97	\$28	\$0	\$775
9/1/41	\$263	\$388	\$99	\$27	\$0	\$776
9/1/42	\$281	\$369	\$101	\$25	\$0	\$775
9/1/43	\$300	\$348	\$103	\$24	\$0	\$775
9/1/44	\$322	\$326	\$105	\$23	\$0	\$776
9/1/45	\$344	\$303	\$107	\$21	\$0	\$775
9/1/46	\$369	\$278	\$109	\$19	\$0	\$775
9/1/47	\$397	\$251	\$111	\$17	\$0	\$777
9/1/48	\$426	\$223	\$113	\$15	\$0	\$777
9/1/49	\$456	\$192	\$116	\$13	\$0	\$777
9/1/50	\$491	\$159	\$118	\$11	\$0	\$778
9/1/51	\$527	\$123	\$120	\$8	\$0	\$779
9/1/52	\$565	\$85	\$123	\$6	\$0	\$779
9/1/53	\$607	\$44	\$125	\$3	\$0	\$779
Total	\$7,963	\$11,808	\$2,859	\$804	(\$144)	\$23,291

¹The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.

²Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25%.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

APPENDIX H
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Levy Ordinance)

**Appendix H-1
Improvement Area #1 Assessment Roll**

**Parcel
Equivalent Units
Assessment**

1011602, 2850100, part of 2841779
456.19
\$21,016,000

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$291,948	\$0	\$0	\$0	\$0	(\$291,948)	\$0
9/1/24	\$203,000	\$1,167,790	\$40,000	\$221,506	\$40,800	\$89,830	\$0	\$1,762,926
9/1/25	\$216,000	\$1,154,595	\$42,000	\$174,881	\$41,616	\$88,815	\$0	\$1,717,907
9/1/26	\$230,000	\$1,140,555	\$45,000	\$172,441	\$42,448	\$87,735	\$0	\$1,718,179
9/1/27	\$244,000	\$1,125,605	\$47,000	\$169,826	\$43,297	\$86,585	\$0	\$1,716,314
9/1/28	\$260,000	\$1,109,745	\$50,000	\$167,096	\$44,163	\$85,365	\$0	\$1,716,369
9/1/29	\$277,000	\$1,092,845	\$53,000	\$164,191	\$45,046	\$84,065	\$0	\$1,716,147
9/1/30	\$295,000	\$1,074,840	\$56,000	\$161,111	\$45,947	\$82,680	\$0	\$1,715,579
9/1/31	\$315,000	\$1,055,665	\$59,000	\$157,858	\$46,866	\$81,205	\$0	\$1,715,594
9/1/32	\$335,000	\$1,035,190	\$63,000	\$154,430	\$47,804	\$79,630	\$0	\$1,715,054
9/1/33	\$357,000	\$1,013,415	\$66,000	\$150,770	\$48,760	\$77,955	\$0	\$1,713,899
9/1/34	\$381,000	\$990,210	\$70,000	\$146,935	\$49,735	\$76,170	\$0	\$1,714,050
9/1/35	\$406,000	\$965,445	\$74,000	\$142,868	\$50,730	\$74,265	\$0	\$1,713,308
9/1/36	\$434,000	\$939,055	\$79,000	\$138,569	\$51,744	\$72,235	\$0	\$1,714,603
9/1/37	\$463,000	\$910,845	\$83,000	\$133,979	\$52,779	\$70,065	\$0	\$1,713,668
9/1/38	\$494,000	\$880,750	\$88,000	\$129,156	\$53,835	\$67,750	\$0	\$1,713,491
9/1/39	\$527,000	\$848,640	\$93,000	\$124,044	\$54,911	\$65,280	\$0	\$1,712,875
9/1/40	\$563,000	\$814,385	\$98,000	\$118,640	\$56,010	\$62,645	\$0	\$1,712,680
9/1/41	\$601,000	\$777,790	\$104,000	\$112,946	\$57,130	\$59,830	\$0	\$1,712,696
9/1/42	\$641,000	\$738,725	\$110,000	\$106,904	\$58,272	\$56,825	\$0	\$1,711,726
9/1/43	\$685,000	\$697,060	\$117,000	\$100,513	\$59,438	\$53,620	\$0	\$1,712,631
9/1/44	\$732,000	\$652,535	\$123,000	\$93,715	\$60,627	\$50,195	\$0	\$1,712,072
9/1/45	\$782,000	\$604,955	\$131,000	\$86,569	\$61,839	\$46,535	\$0	\$1,712,898
9/1/46	\$835,000	\$554,125	\$138,000	\$78,958	\$63,076	\$42,625	\$0	\$1,711,784
9/1/47	\$892,000	\$499,850	\$146,000	\$70,940	\$64,337	\$38,450	\$0	\$1,711,578
9/1/48	\$953,000	\$441,870	\$155,000	\$62,458	\$65,624	\$33,990	\$0	\$1,711,942
9/1/49	\$1,019,000	\$379,925	\$164,000	\$53,452	\$66,937	\$29,225	\$0	\$1,712,539
9/1/50	\$1,089,000	\$313,690	\$173,000	\$43,924	\$68,275	\$24,130	\$0	\$1,712,019
9/1/51	\$1,164,000	\$242,905	\$183,000	\$33,872	\$69,641	\$18,685	\$0	\$1,712,103
9/1/52	\$1,244,000	\$167,245	\$194,000	\$23,240	\$71,034	\$12,865	\$0	\$1,712,384
9/1/53	\$1,329,000	\$86,385	\$206,000	\$11,969	\$72,454	\$6,645	\$0	\$1,712,453
Total	\$17,966,000	\$23,768,583	\$3,050,000	\$3,507,758	\$1,655,178	\$1,805,895	(\$291,948)	\$51,461,466

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-2
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 1 (60 Ft Lot)
1.00
\$46,068.52

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$640	\$0	\$0	\$0	\$0	(\$640)	\$0
9/1/24	\$445	\$2,560	\$88	\$486	\$89	\$197	\$0	\$3,864
9/1/25	\$473	\$2,531	\$92	\$383	\$91	\$195	\$0	\$3,766
9/1/26	\$504	\$2,500	\$99	\$378	\$93	\$192	\$0	\$3,766
9/1/27	\$535	\$2,467	\$103	\$372	\$95	\$190	\$0	\$3,762
9/1/28	\$570	\$2,433	\$110	\$366	\$97	\$187	\$0	\$3,762
9/1/29	\$607	\$2,396	\$116	\$360	\$99	\$184	\$0	\$3,762
9/1/30	\$647	\$2,356	\$123	\$353	\$101	\$181	\$0	\$3,761
9/1/31	\$691	\$2,314	\$129	\$346	\$103	\$178	\$0	\$3,761
9/1/32	\$734	\$2,269	\$138	\$339	\$105	\$175	\$0	\$3,760
9/1/33	\$783	\$2,221	\$145	\$330	\$107	\$171	\$0	\$3,757
9/1/34	\$835	\$2,171	\$153	\$322	\$109	\$167	\$0	\$3,757
9/1/35	\$890	\$2,116	\$162	\$313	\$111	\$163	\$0	\$3,756
9/1/36	\$951	\$2,058	\$173	\$304	\$113	\$158	\$0	\$3,759
9/1/37	\$1,015	\$1,997	\$182	\$294	\$116	\$154	\$0	\$3,756
9/1/38	\$1,083	\$1,931	\$193	\$283	\$118	\$149	\$0	\$3,756
9/1/39	\$1,155	\$1,860	\$204	\$272	\$120	\$143	\$0	\$3,755
9/1/40	\$1,234	\$1,785	\$215	\$260	\$123	\$137	\$0	\$3,754
9/1/41	\$1,317	\$1,705	\$228	\$248	\$125	\$131	\$0	\$3,754
9/1/42	\$1,405	\$1,619	\$241	\$234	\$128	\$125	\$0	\$3,752
9/1/43	\$1,502	\$1,528	\$256	\$220	\$130	\$118	\$0	\$3,754
9/1/44	\$1,605	\$1,430	\$270	\$205	\$133	\$110	\$0	\$3,753
9/1/45	\$1,714	\$1,326	\$287	\$190	\$136	\$102	\$0	\$3,755
9/1/46	\$1,830	\$1,215	\$303	\$173	\$138	\$93	\$0	\$3,752
9/1/47	\$1,955	\$1,096	\$320	\$156	\$141	\$84	\$0	\$3,752
9/1/48	\$2,089	\$969	\$340	\$137	\$144	\$75	\$0	\$3,753
9/1/49	\$2,234	\$833	\$359	\$117	\$147	\$64	\$0	\$3,754
9/1/50	\$2,387	\$688	\$379	\$96	\$150	\$53	\$0	\$3,753
9/1/51	\$2,552	\$532	\$401	\$74	\$153	\$41	\$0	\$3,753
9/1/52	\$2,727	\$367	\$425	\$51	\$156	\$28	\$0	\$3,754
9/1/53	\$2,913	\$189	\$452	\$26	\$159	\$15	\$0	\$3,754
Total	\$39,383	\$52,102	\$6,686	\$7,689	\$3,628	\$3,959	(\$640)	\$112,807

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-3
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 2 (55 Ft Lot)
0.91
\$41,922.36

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$582	\$0	\$0	\$0	\$0	(\$582)	\$0
9/1/24	\$405	\$2,329	\$80	\$442	\$81	\$179	\$0	\$3,517
9/1/25	\$431	\$2,303	\$84	\$349	\$83	\$177	\$0	\$3,427
9/1/26	\$459	\$2,275	\$90	\$344	\$85	\$175	\$0	\$3,427
9/1/27	\$487	\$2,245	\$94	\$339	\$86	\$173	\$0	\$3,424
9/1/28	\$519	\$2,214	\$100	\$333	\$88	\$170	\$0	\$3,424
9/1/29	\$553	\$2,180	\$106	\$328	\$90	\$168	\$0	\$3,423
9/1/30	\$588	\$2,144	\$112	\$321	\$92	\$165	\$0	\$3,422
9/1/31	\$628	\$2,106	\$118	\$315	\$93	\$162	\$0	\$3,422
9/1/32	\$668	\$2,065	\$126	\$308	\$95	\$159	\$0	\$3,421
9/1/33	\$712	\$2,022	\$132	\$301	\$97	\$156	\$0	\$3,419
9/1/34	\$760	\$1,975	\$140	\$293	\$99	\$152	\$0	\$3,419
9/1/35	\$810	\$1,926	\$148	\$285	\$101	\$148	\$0	\$3,418
9/1/36	\$866	\$1,873	\$158	\$276	\$103	\$144	\$0	\$3,420
9/1/37	\$924	\$1,817	\$166	\$267	\$105	\$140	\$0	\$3,418
9/1/38	\$985	\$1,757	\$176	\$258	\$107	\$135	\$0	\$3,418
9/1/39	\$1,051	\$1,693	\$186	\$247	\$110	\$130	\$0	\$3,417
9/1/40	\$1,123	\$1,625	\$195	\$237	\$112	\$125	\$0	\$3,416
9/1/41	\$1,199	\$1,552	\$207	\$225	\$114	\$119	\$0	\$3,416
9/1/42	\$1,279	\$1,474	\$219	\$213	\$116	\$113	\$0	\$3,415
9/1/43	\$1,366	\$1,390	\$233	\$201	\$119	\$107	\$0	\$3,416
9/1/44	\$1,460	\$1,302	\$245	\$187	\$121	\$100	\$0	\$3,415
9/1/45	\$1,560	\$1,207	\$261	\$173	\$123	\$93	\$0	\$3,417
9/1/46	\$1,666	\$1,105	\$275	\$158	\$126	\$85	\$0	\$3,415
9/1/47	\$1,779	\$997	\$291	\$142	\$128	\$77	\$0	\$3,414
9/1/48	\$1,901	\$881	\$309	\$125	\$131	\$68	\$0	\$3,415
9/1/49	\$2,033	\$758	\$327	\$107	\$134	\$58	\$0	\$3,416
9/1/50	\$2,172	\$626	\$345	\$88	\$136	\$48	\$0	\$3,415
9/1/51	\$2,322	\$485	\$365	\$68	\$139	\$37	\$0	\$3,415
9/1/52	\$2,482	\$334	\$387	\$46	\$142	\$26	\$0	\$3,416
9/1/53	\$2,651	\$172	\$411	\$24	\$145	\$13	\$0	\$3,416
Total	\$35,838	\$47,413	\$6,084	\$6,997	\$3,302	\$3,602	(\$582)	\$102,654

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-4
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 3 (40 Ft Lot)
0.60
\$27,641.11

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$384	\$0	\$0	\$0	\$0	(\$384)	\$0
9/1/24	\$267	\$1,536	\$53	\$291	\$54	\$118	\$0	\$2,319
9/1/25	\$284	\$1,519	\$55	\$230	\$55	\$117	\$0	\$2,259
9/1/26	\$303	\$1,500	\$59	\$227	\$56	\$115	\$0	\$2,260
9/1/27	\$321	\$1,480	\$62	\$223	\$57	\$114	\$0	\$2,257
9/1/28	\$342	\$1,460	\$66	\$220	\$58	\$112	\$0	\$2,257
9/1/29	\$364	\$1,437	\$70	\$216	\$59	\$111	\$0	\$2,257
9/1/30	\$388	\$1,414	\$74	\$212	\$60	\$109	\$0	\$2,256
9/1/31	\$414	\$1,388	\$78	\$208	\$62	\$107	\$0	\$2,256
9/1/32	\$441	\$1,362	\$83	\$203	\$63	\$105	\$0	\$2,256
9/1/33	\$470	\$1,333	\$87	\$198	\$64	\$103	\$0	\$2,254
9/1/34	\$501	\$1,302	\$92	\$193	\$65	\$100	\$0	\$2,254
9/1/35	\$534	\$1,270	\$97	\$188	\$67	\$98	\$0	\$2,253
9/1/36	\$571	\$1,235	\$104	\$182	\$68	\$95	\$0	\$2,255
9/1/37	\$609	\$1,198	\$109	\$176	\$69	\$92	\$0	\$2,254
9/1/38	\$650	\$1,158	\$116	\$170	\$71	\$89	\$0	\$2,254
9/1/39	\$693	\$1,116	\$122	\$163	\$72	\$86	\$0	\$2,253
9/1/40	\$740	\$1,071	\$129	\$156	\$74	\$82	\$0	\$2,253
9/1/41	\$790	\$1,023	\$137	\$149	\$75	\$79	\$0	\$2,253
9/1/42	\$843	\$972	\$145	\$141	\$77	\$75	\$0	\$2,251
9/1/43	\$901	\$917	\$154	\$132	\$78	\$71	\$0	\$2,253
9/1/44	\$963	\$858	\$162	\$123	\$80	\$66	\$0	\$2,252
9/1/45	\$1,029	\$796	\$172	\$114	\$81	\$61	\$0	\$2,253
9/1/46	\$1,098	\$729	\$182	\$104	\$83	\$56	\$0	\$2,251
9/1/47	\$1,173	\$657	\$192	\$93	\$85	\$51	\$0	\$2,251
9/1/48	\$1,253	\$581	\$204	\$82	\$86	\$45	\$0	\$2,252
9/1/49	\$1,340	\$500	\$216	\$70	\$88	\$38	\$0	\$2,252
9/1/50	\$1,432	\$413	\$228	\$58	\$90	\$32	\$0	\$2,252
9/1/51	\$1,531	\$319	\$241	\$45	\$92	\$25	\$0	\$2,252
9/1/52	\$1,636	\$220	\$255	\$31	\$93	\$17	\$0	\$2,252
9/1/53	\$1,748	\$114	\$271	\$16	\$95	\$9	\$0	\$2,252
Total	\$23,630	\$31,261	\$4,011	\$4,614	\$2,177	\$2,375	(\$384)	\$67,684

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

**Appendix H-1
Improvement Area #1 Assessment Roll**

**Parcel
Equivalent Units
Assessment**

**1011602, 2850100, part of 2841779
456.19
\$21,016,000**

Year¹	Principal²	Interest²	Principal³	Interest³	Administrative Expenses⁴	Additional Interest⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$291,948	\$0	\$0	\$0	\$0	(\$291,948)	\$0
9/1/24	\$203,000	\$1,167,790	\$40,000	\$221,506	\$40,800	\$89,830	\$0	\$1,762,926
9/1/25	\$216,000	\$1,154,595	\$42,000	\$174,881	\$41,616	\$88,815	\$0	\$1,717,907
9/1/26	\$230,000	\$1,140,555	\$45,000	\$172,441	\$42,448	\$87,735	\$0	\$1,718,179
9/1/27	\$244,000	\$1,125,605	\$47,000	\$169,826	\$43,297	\$86,585	\$0	\$1,716,314
9/1/28	\$260,000	\$1,109,745	\$50,000	\$167,096	\$44,163	\$85,365	\$0	\$1,716,369
9/1/29	\$277,000	\$1,092,845	\$53,000	\$164,191	\$45,046	\$84,065	\$0	\$1,716,147
9/1/30	\$295,000	\$1,074,840	\$56,000	\$161,111	\$45,947	\$82,680	\$0	\$1,715,579
9/1/31	\$315,000	\$1,055,665	\$59,000	\$157,858	\$46,866	\$81,205	\$0	\$1,715,594
9/1/32	\$335,000	\$1,035,190	\$63,000	\$154,430	\$47,804	\$79,630	\$0	\$1,715,054
9/1/33	\$357,000	\$1,013,415	\$66,000	\$150,770	\$48,760	\$77,955	\$0	\$1,713,899
9/1/34	\$381,000	\$990,210	\$70,000	\$146,935	\$49,735	\$76,170	\$0	\$1,714,050
9/1/35	\$406,000	\$965,445	\$74,000	\$142,868	\$50,730	\$74,265	\$0	\$1,713,308
9/1/36	\$434,000	\$939,055	\$79,000	\$138,569	\$51,744	\$72,235	\$0	\$1,714,603
9/1/37	\$463,000	\$910,845	\$83,000	\$133,979	\$52,779	\$70,065	\$0	\$1,713,668
9/1/38	\$494,000	\$880,750	\$88,000	\$129,156	\$53,835	\$67,750	\$0	\$1,713,491
9/1/39	\$527,000	\$848,640	\$93,000	\$124,044	\$54,911	\$65,280	\$0	\$1,712,875
9/1/40	\$563,000	\$814,385	\$98,000	\$118,640	\$56,010	\$62,645	\$0	\$1,712,680
9/1/41	\$601,000	\$777,790	\$104,000	\$112,946	\$57,130	\$59,830	\$0	\$1,712,696
9/1/42	\$641,000	\$738,725	\$110,000	\$106,904	\$58,272	\$56,825	\$0	\$1,711,726
9/1/43	\$685,000	\$697,060	\$117,000	\$100,513	\$59,438	\$53,620	\$0	\$1,712,631
9/1/44	\$732,000	\$652,535	\$123,000	\$93,715	\$60,627	\$50,195	\$0	\$1,712,072
9/1/45	\$782,000	\$604,955	\$131,000	\$86,569	\$61,839	\$46,535	\$0	\$1,712,898
9/1/46	\$835,000	\$554,125	\$138,000	\$78,958	\$63,076	\$42,625	\$0	\$1,711,784
9/1/47	\$892,000	\$499,850	\$146,000	\$70,940	\$64,337	\$38,450	\$0	\$1,711,578
9/1/48	\$953,000	\$441,870	\$155,000	\$62,458	\$65,624	\$33,990	\$0	\$1,711,942
9/1/49	\$1,019,000	\$379,925	\$164,000	\$53,452	\$66,937	\$29,225	\$0	\$1,712,539
9/1/50	\$1,089,000	\$313,690	\$173,000	\$43,924	\$68,275	\$24,130	\$0	\$1,712,019
9/1/51	\$1,164,000	\$242,905	\$183,000	\$33,872	\$69,641	\$18,685	\$0	\$1,712,103
9/1/52	\$1,244,000	\$167,245	\$194,000	\$23,240	\$71,034	\$12,865	\$0	\$1,712,384
9/1/53	\$1,329,000	\$86,385	\$206,000	\$11,969	\$72,454	\$6,645	\$0	\$1,712,453
Total	\$17,966,000	\$23,768,583	\$3,050,000	\$3,507,758	\$1,655,178	\$1,805,895	(\$291,948)	\$51,461,466

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-2
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 1 (60 Ft Lot)
1.00
\$46,068.52

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$640	\$0	\$0	\$0	\$0	(\$640)	\$0
9/1/24	\$445	\$2,560	\$88	\$486	\$89	\$197	\$0	\$3,864
9/1/25	\$473	\$2,531	\$92	\$383	\$91	\$195	\$0	\$3,766
9/1/26	\$504	\$2,500	\$99	\$378	\$93	\$192	\$0	\$3,766
9/1/27	\$535	\$2,467	\$103	\$372	\$95	\$190	\$0	\$3,762
9/1/28	\$570	\$2,433	\$110	\$366	\$97	\$187	\$0	\$3,762
9/1/29	\$607	\$2,396	\$116	\$360	\$99	\$184	\$0	\$3,762
9/1/30	\$647	\$2,356	\$123	\$353	\$101	\$181	\$0	\$3,761
9/1/31	\$691	\$2,314	\$129	\$346	\$103	\$178	\$0	\$3,761
9/1/32	\$734	\$2,269	\$138	\$339	\$105	\$175	\$0	\$3,760
9/1/33	\$783	\$2,221	\$145	\$330	\$107	\$171	\$0	\$3,757
9/1/34	\$835	\$2,171	\$153	\$322	\$109	\$167	\$0	\$3,757
9/1/35	\$890	\$2,116	\$162	\$313	\$111	\$163	\$0	\$3,756
9/1/36	\$951	\$2,058	\$173	\$304	\$113	\$158	\$0	\$3,759
9/1/37	\$1,015	\$1,997	\$182	\$294	\$116	\$154	\$0	\$3,756
9/1/38	\$1,083	\$1,931	\$193	\$283	\$118	\$149	\$0	\$3,756
9/1/39	\$1,155	\$1,860	\$204	\$272	\$120	\$143	\$0	\$3,755
9/1/40	\$1,234	\$1,785	\$215	\$260	\$123	\$137	\$0	\$3,754
9/1/41	\$1,317	\$1,705	\$228	\$248	\$125	\$131	\$0	\$3,754
9/1/42	\$1,405	\$1,619	\$241	\$234	\$128	\$125	\$0	\$3,752
9/1/43	\$1,502	\$1,528	\$256	\$220	\$130	\$118	\$0	\$3,754
9/1/44	\$1,605	\$1,430	\$270	\$205	\$133	\$110	\$0	\$3,753
9/1/45	\$1,714	\$1,326	\$287	\$190	\$136	\$102	\$0	\$3,755
9/1/46	\$1,830	\$1,215	\$303	\$173	\$138	\$93	\$0	\$3,752
9/1/47	\$1,955	\$1,096	\$320	\$156	\$141	\$84	\$0	\$3,752
9/1/48	\$2,089	\$969	\$340	\$137	\$144	\$75	\$0	\$3,753
9/1/49	\$2,234	\$833	\$359	\$117	\$147	\$64	\$0	\$3,754
9/1/50	\$2,387	\$688	\$379	\$96	\$150	\$53	\$0	\$3,753
9/1/51	\$2,552	\$532	\$401	\$74	\$153	\$41	\$0	\$3,753
9/1/52	\$2,727	\$367	\$425	\$51	\$156	\$28	\$0	\$3,754
9/1/53	\$2,913	\$189	\$452	\$26	\$159	\$15	\$0	\$3,754
Total	\$39,383	\$52,102	\$6,686	\$7,689	\$3,628	\$3,959	(\$640)	\$112,807

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-3
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 2 (55 Ft Lot)
0.91
\$41,922.36

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$582	\$0	\$0	\$0	\$0	(\$582)	\$0
9/1/24	\$405	\$2,329	\$80	\$442	\$81	\$179	\$0	\$3,517
9/1/25	\$431	\$2,303	\$84	\$349	\$83	\$177	\$0	\$3,427
9/1/26	\$459	\$2,275	\$90	\$344	\$85	\$175	\$0	\$3,427
9/1/27	\$487	\$2,245	\$94	\$339	\$86	\$173	\$0	\$3,424
9/1/28	\$519	\$2,214	\$100	\$333	\$88	\$170	\$0	\$3,424
9/1/29	\$553	\$2,180	\$106	\$328	\$90	\$168	\$0	\$3,423
9/1/30	\$588	\$2,144	\$112	\$321	\$92	\$165	\$0	\$3,422
9/1/31	\$628	\$2,106	\$118	\$315	\$93	\$162	\$0	\$3,422
9/1/32	\$668	\$2,065	\$126	\$308	\$95	\$159	\$0	\$3,421
9/1/33	\$712	\$2,022	\$132	\$301	\$97	\$156	\$0	\$3,419
9/1/34	\$760	\$1,975	\$140	\$293	\$99	\$152	\$0	\$3,419
9/1/35	\$810	\$1,926	\$148	\$285	\$101	\$148	\$0	\$3,418
9/1/36	\$866	\$1,873	\$158	\$276	\$103	\$144	\$0	\$3,420
9/1/37	\$924	\$1,817	\$166	\$267	\$105	\$140	\$0	\$3,418
9/1/38	\$985	\$1,757	\$176	\$258	\$107	\$135	\$0	\$3,418
9/1/39	\$1,051	\$1,693	\$186	\$247	\$110	\$130	\$0	\$3,417
9/1/40	\$1,123	\$1,625	\$195	\$237	\$112	\$125	\$0	\$3,416
9/1/41	\$1,199	\$1,552	\$207	\$225	\$114	\$119	\$0	\$3,416
9/1/42	\$1,279	\$1,474	\$219	\$213	\$116	\$113	\$0	\$3,415
9/1/43	\$1,366	\$1,390	\$233	\$201	\$119	\$107	\$0	\$3,416
9/1/44	\$1,460	\$1,302	\$245	\$187	\$121	\$100	\$0	\$3,415
9/1/45	\$1,560	\$1,207	\$261	\$173	\$123	\$93	\$0	\$3,417
9/1/46	\$1,666	\$1,105	\$275	\$158	\$126	\$85	\$0	\$3,415
9/1/47	\$1,779	\$997	\$291	\$142	\$128	\$77	\$0	\$3,414
9/1/48	\$1,901	\$881	\$309	\$125	\$131	\$68	\$0	\$3,415
9/1/49	\$2,033	\$758	\$327	\$107	\$134	\$58	\$0	\$3,416
9/1/50	\$2,172	\$626	\$345	\$88	\$136	\$48	\$0	\$3,415
9/1/51	\$2,322	\$485	\$365	\$68	\$139	\$37	\$0	\$3,415
9/1/52	\$2,482	\$334	\$387	\$46	\$142	\$26	\$0	\$3,416
9/1/53	\$2,651	\$172	\$411	\$24	\$145	\$13	\$0	\$3,416
Total	\$35,838	\$47,413	\$6,084	\$6,997	\$3,302	\$3,602	(\$582)	\$102,654

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-4
Improvement Area #1 Assessment Roll by Lot Type

Lot Type
Equivalent Units
Assessment

Lot Type 3 (40 Ft Lot)
0.60
\$27,641.11

Year ¹	Principal ²	Interest ²	Principal ³	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/23	\$0	\$384	\$0	\$0	\$0	\$0	(\$384)	\$0
9/1/24	\$267	\$1,536	\$53	\$291	\$54	\$118	\$0	\$2,319
9/1/25	\$284	\$1,519	\$55	\$230	\$55	\$117	\$0	\$2,259
9/1/26	\$303	\$1,500	\$59	\$227	\$56	\$115	\$0	\$2,260
9/1/27	\$321	\$1,480	\$62	\$223	\$57	\$114	\$0	\$2,257
9/1/28	\$342	\$1,460	\$66	\$220	\$58	\$112	\$0	\$2,257
9/1/29	\$364	\$1,437	\$70	\$216	\$59	\$111	\$0	\$2,257
9/1/30	\$388	\$1,414	\$74	\$212	\$60	\$109	\$0	\$2,256
9/1/31	\$414	\$1,388	\$78	\$208	\$62	\$107	\$0	\$2,256
9/1/32	\$441	\$1,362	\$83	\$203	\$63	\$105	\$0	\$2,256
9/1/33	\$470	\$1,333	\$87	\$198	\$64	\$103	\$0	\$2,254
9/1/34	\$501	\$1,302	\$92	\$193	\$65	\$100	\$0	\$2,254
9/1/35	\$534	\$1,270	\$97	\$188	\$67	\$98	\$0	\$2,253
9/1/36	\$571	\$1,235	\$104	\$182	\$68	\$95	\$0	\$2,255
9/1/37	\$609	\$1,198	\$109	\$176	\$69	\$92	\$0	\$2,254
9/1/38	\$650	\$1,158	\$116	\$170	\$71	\$89	\$0	\$2,254
9/1/39	\$693	\$1,116	\$122	\$163	\$72	\$86	\$0	\$2,253
9/1/40	\$740	\$1,071	\$129	\$156	\$74	\$82	\$0	\$2,253
9/1/41	\$790	\$1,023	\$137	\$149	\$75	\$79	\$0	\$2,253
9/1/42	\$843	\$972	\$145	\$141	\$77	\$75	\$0	\$2,251
9/1/43	\$901	\$917	\$154	\$132	\$78	\$71	\$0	\$2,253
9/1/44	\$963	\$858	\$162	\$123	\$80	\$66	\$0	\$2,252
9/1/45	\$1,029	\$796	\$172	\$114	\$81	\$61	\$0	\$2,253
9/1/46	\$1,098	\$729	\$182	\$104	\$83	\$56	\$0	\$2,251
9/1/47	\$1,173	\$657	\$192	\$93	\$85	\$51	\$0	\$2,251
9/1/48	\$1,253	\$581	\$204	\$82	\$86	\$45	\$0	\$2,252
9/1/49	\$1,340	\$500	\$216	\$70	\$88	\$38	\$0	\$2,252
9/1/50	\$1,432	\$413	\$228	\$58	\$90	\$32	\$0	\$2,252
9/1/51	\$1,531	\$319	\$241	\$45	\$92	\$25	\$0	\$2,252
9/1/52	\$1,636	\$220	\$255	\$31	\$93	\$17	\$0	\$2,252
9/1/53	\$1,748	\$114	\$271	\$16	\$95	\$9	\$0	\$2,252
Total	\$23,630	\$31,261	\$4,011	\$4,614	\$2,177	\$2,375	(\$384)	\$67,684

¹The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50%.

³Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.81%. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

⁴Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Bond proceeds.

⁵Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Jonathan Pollard, Senior Planner
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Huffines-Serenade (Bray) - TIRZ Creation

Action Requested:

Conduct a public hearing to consider testimony and act upon an Ordinance designating a geographic area that is within the corporate boundary of the City as a reinvestment zone, to be known as Reinvestment Zone Number Fifteen, City of Celina; describing the boundaries for the Zone; creating a Board of Directors for the Zone and appointing Directors to the Board; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing for a date of termination for the Zone; providing that the Zone take effect immediately upon the passage of the Ordinance. (Huffines-Serenade (Bray) – TIRZ Creation) (Stovall)

Background Information:

Please refer to the attachments for additional information.

Legal Review:

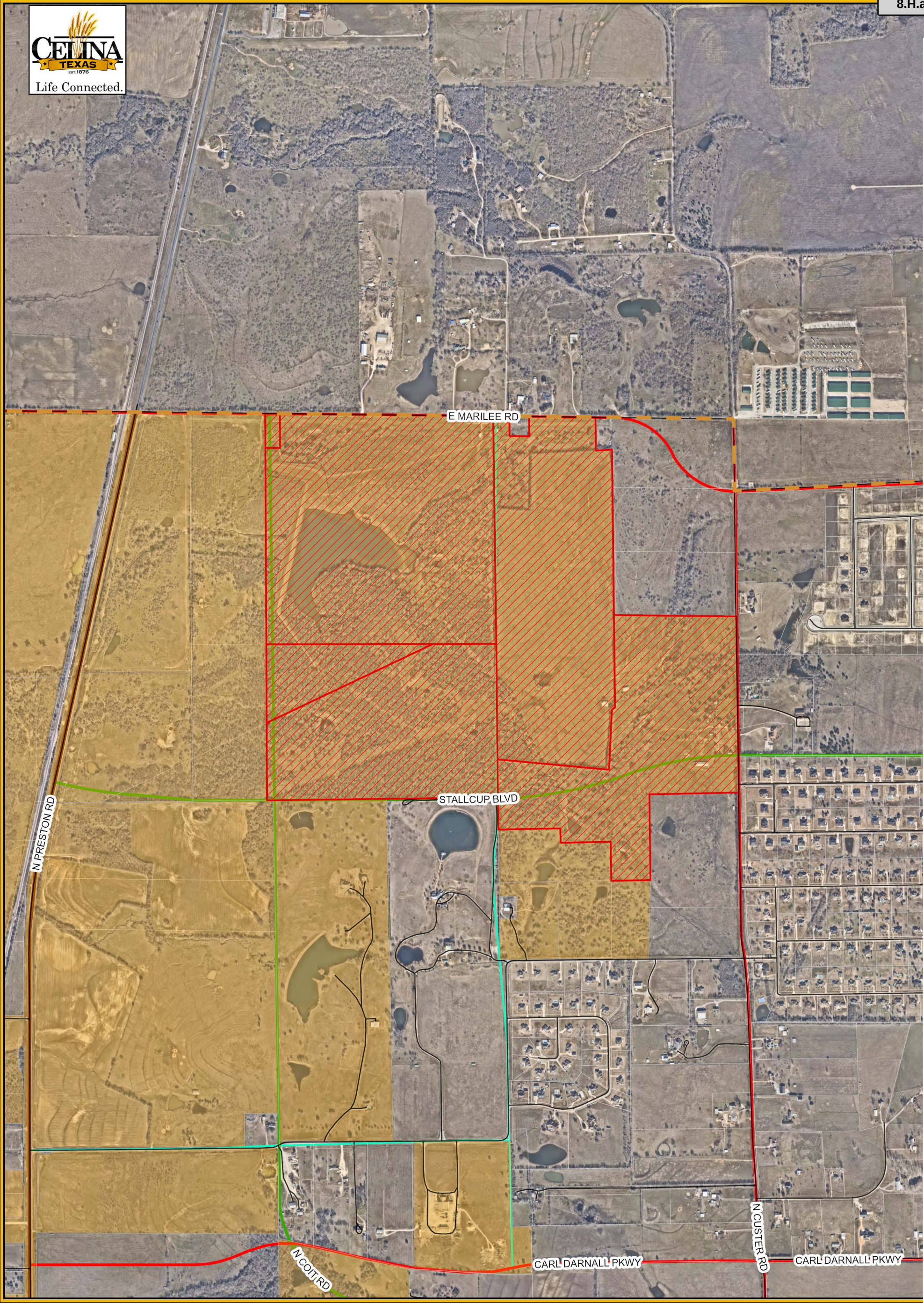
This item has been reviewed by the City Attorney.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

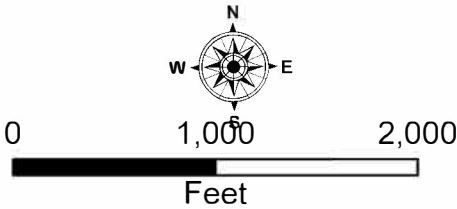
Staff recommends approval.



Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Huffines - Serenade (Bray)
Location Map
City of Celina
4/24/2023**



CITY OF CELINA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CORPORATE LIMITS OF THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE AND OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the corporate limits and the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or non-contiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the governing body of the City (the "City Council") desires to promote the development of a certain geographic area in the City, which is more specifically described in the metes and bounds attached hereto as **Exhibit "A"** (the "Property") and more generally depicted in **Exhibit "B"** attached hereto, through the creation of a new reinvestment zone as authorized by and in accordance with the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number Fifteen, City of Celina, Texas Preliminary Project Plan and Finance Plan* (the "Preliminary Project and Finance Plan") attached as **Exhibit "C"**; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the *Celina Record*, a newspaper of general circulation within the City in which the proposed zone is to be located, on May 22, 2023, which date is not later than the seventh (7th) day before the public hearing held on June 13, 2023; and

WHEREAS, at the public hearing on June 13, 2023, interested persons were allowed to

Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on June 13, 2023; and

WHEREAS, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. Findings.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes; and

(b) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and

(c) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(d) That the proposed reinvestment zone, as defined and depicted in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City limits of the City; and

2. The area includes land that is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City; and

3. The area includes land that constitutes an economic or social liability and is a menace to the public health, safety, morals and/or welfare in its present condition

because of the predominance of defective or inadequate sidewalk and street layout and the deterioration of sites, utility infrastructure and other improvements; and

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future; and

(h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and

(i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

Section 2. Designation and Name of the Zone. Pursuant to the authority of, and in accordance with the requirements of, the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Fifteen, City of Celina, Texas (the "Zone").

Section 3. Board of Directors.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by City Council.

(b) The City Council hereby appoints the City Council to serve as the Board. The City Council appoints the Mayor to serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board. City Council members shall serve on the Board during their term on City Council. In the event a City Council member is not reelected or fails to run for re-election, the successor shall serve on the Board.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby

delegates to the Board all powers necessary to implement the Project and Finance Plan as approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the Tax Increment Fund established pursuant to this Ordinance.

(d) Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

(e) Directors shall not receive any salary or other compensation for their services as directors.

Section 4. Duration of the Zone. The Zone shall take effect immediately upon the passage and approval of this Ordinance. Consistent with the terms of Section 311.017 of the Act, the Zone shall continue in effect until the earlier of the Designated Termination Date or the date on which all project costs in the Project and Finance Plan, tax increment bonds and interest on those bonds, and other TIRZ obligations have been paid in full. For purposes of this section, the Designated Termination Date means the last of the following dates to occur: (a) 35 years after the date the last final plat for a portion of the Property is recorded; or (b) the date the last series of District (as defined below) bonds required to fund full development of the Property is paid, or if no District bonds are issued, the date that the developer is reimbursed for all amounts required to fund full development of the Property that would be eligible for reimbursement if the District had issued bonds. For purposes of this section, TIRZ obligations include all obligations under the TIRZ Agreement (as defined on *Exhibit "C"*), including payment of all developer reimbursements required by the TIRZ Agreement.

Section 5. Tax Increment Base. Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2023, of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone for the year in which the Zone was designated as a reinvestment zone.

Section 6. Tax Increment Fund. There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into such subaccounts as authorized by subsequent ordinances, into which the City TIRZ Increment (defined below in this section), as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act and the Project and Finance Plan, are to be deposited. The

Tax Increment Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Act and set forth in the Project and Finance Plan, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Act, however excess funds may be transferred to the City's general fund as determined by the City.

The Tax Increment Fund shall consist of the portion of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that the City has elected to dedicate to the Tax Increment Fund as set forth in this paragraph (the "City TIRZ Increment"), which amount shall be twenty cents per \$100 of the assessed value from ad valorem real property taxes collected by the City from the Property unless the City modifies or revokes Resolution No. 2022-03R, adopted June 11, 2022 consenting to the creation of the Serenade Municipal Utility District (the "District"), at which time the City's TIRZ participation shall automatically increase to an amount equal to one hundred percent (100%) of the ad valorem real property taxes collected by the City from the Property.

Section 7. Severability. Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 9. Open Meetings. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Effective Date. This Ordinance shall take effect immediately upon its passage as provided by law.

[signature page follows]

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS THIS THE 13th DAY OF JUNE, 2023.**

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

EXHIBIT A
Metes and Bounds Description of the Zone
(Approximately 413.88 acres)

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a 1/2" reference iron rod found on line, passing at 193.71 feet a 1/2" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line

of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9 acre tract as recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South 89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract, South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

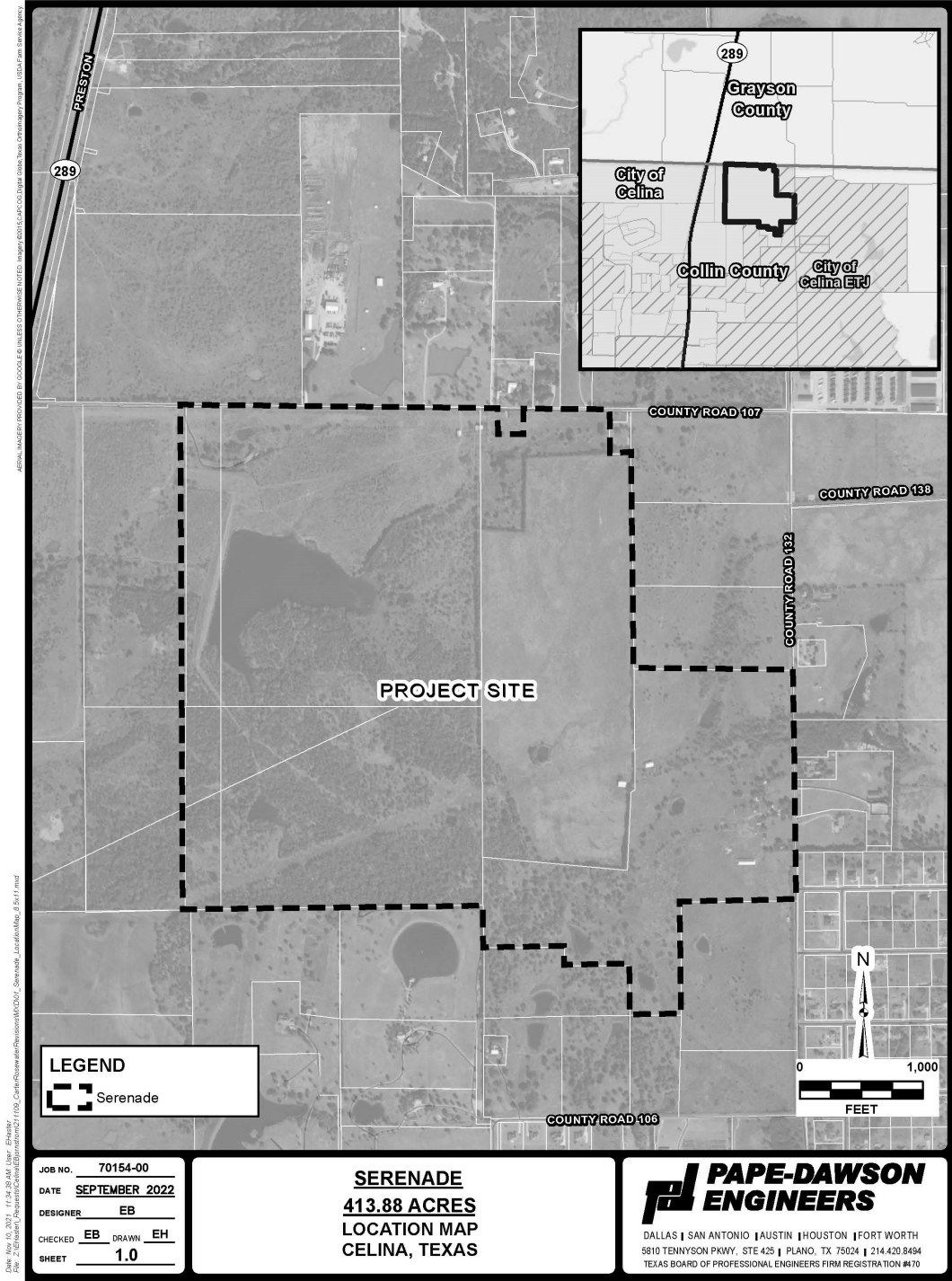
THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East, 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22' East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

EXHIBIT B
Depiction of the Property



Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

EXHIBIT C
Preliminary Project and Finance Plan

REINVESTMENT ZONE NUMBER FIFTEEN
CITY OF CELINA, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
(SERENADE DEVELOPMENT)
(the "Preliminary Plan")

June 13, 2023

Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

1. INTRODUCTION.

1.1 Authority and Purpose. The City of Celina, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is economically feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The City is considering the creation of a tax increment reinvestment zone to be known as "*Reinvestment Zone Number Fifteen, City of Celina, Texas*" (the "Zone") that includes approximately 413.880 acres (the "Property"). The Property is governed by that certain Development Agreement between the City and HC Celina 414, LLC, a Texas limited liability company (the "Developer") entered into on January 11, 2022 and recorded in the Collin County Public Records as Document Number 20220120000108420 (as amended, the "Development Agreement"). The Development Agreement includes the City's consent to the creation of the Serenade Municipal Utility District encompassing the Property (the "District"). The purpose of the Zone is to facilitate such development by financing the costs of public works, public improvements, programs, economic development grants, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Eligibility. The Property meets the eligibility requirements of the Act. The Property is primarily open, undeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics, development of the Property will not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base in the Zone. If the Project Costs (as defined in Section 8) are paid to the Developer as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

1.4 Preliminary Plan; Hearing. Before the City adopts an ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the proposed zone, the boundaries of the proposed zone, or the concept of tax increment financing, and at which hearing the owners of the Property are given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this preliminary plan (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, economic development grants, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, economic development grants, and

projects will be undertaken and financed will be determined by the final project and finance plan (the "Final Plan") and by an agreement authorized by Section 311.010(h) of the Act between the City and the Developer (the "TIRZ Agreement"), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council shall consider an ordinance in accordance with the Act creating the Zone after the City Council finds that development of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and that the Zone meets the eligibility requirements of the Act. The ordinance creating the Zone will appoint a Board of Directors for the Zone consisting of seven members (the "Board").

1.6 Board Recommendations. After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council, pursuant to which the City will contribute a portion of its City Tax Increment (as defined in Section 14 of this Preliminary Plan) attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund").

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, will consider approval of the Final Plan and the TIRZ Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is currently located in the City's corporate limits. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed zone are shown on Exhibit A.

2.2 Proposed Uses. The proposed use of the Property is single family and multifamily residential, as contemplated in the Development Agreement and depicted on the concept plan on Exhibit B.

2.3 Metes and Bounds Description. The metes and bounds description of the Property is provided on Exhibit C.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. The only changes to the City's ordinances, plans, codes rules and regulations are those changes established by the Development Agreement.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on Exhibit D, and such costs are estimated to be approximately \$263,930,000.

6. PROPOSED PUBLIC IMPROVEMENTS. Development of the Zone will include all public improvements required for full development of the Property, including water, sewer, drainage, roadway, trail, fencing, and other public improvements as contemplated by the Development Agreement, which

improvements are to be reimbursed pursuant to the Final Plan and the TIRZ Agreement whether such costs are TIRZ "project costs" pursuant to the TIRZ Act or are otherwise authorized by the TIRZ Act as a grant pursuant to Texas Local Government Code Chapter 380, provided, however, the Developer shall not be reimbursed twice for the same Public Improvement, once from the District and once from the TIRZ. For the avoidance of doubt, pledging TIRZ funds to District debt does not result in the Developer being paid twice. For example, in this instance, the TIRZ funds pay the District once and the District pays the Developer once. The estimated locations of the proposed Public Improvements are depicted on **Exhibit E**. These locations are provided for informational purposes only and may be revised from time to time without amending this Preliminary Plan or the Final Plan.

7. ECONOMIC DEVELOPMENT PROGRAM. The City Council has determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of an economic development program authorized by Section 311.010(h) of the Act, Chapter 380 of the Texas Local Government Code, and Article III, Section 52-a, Texas Constitution, as amended (the "**Economic Development Provision**"), which allows the Board, subject to the approval of the City Council, to establish and provide for the administration of one or more programs necessary or convenient to implement and achieve the purposes of the Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and the City, and may include programs to make grants of any lawfully available money from the TIRZ Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone (the "**Economic Development Program**"). The Economic Development Program established in this Section is authorized by the Economic Development Provision. The City shall make an economic development grant as defined in Section 8 from the City TIRZ Contribution defined in Section 11 consistent with the terms of the Development Agreement and the TIRZ Agreement.

8. ESTIMATED PROJECT COSTS. The "**Project Costs**" for the Zone are defined as the actual Administrative Costs (hereinafter defined), the actual costs of Public Improvements to be reimbursed to the Developer as "project costs" as defined by Section 311.002(1) of the Act or, if such costs are not defined by Section 311.002(1) of the Act as "project costs," then as grants from the TIRZ Fund pursuant to, and only to the extent authorized by, Chapter 380 of the Texas Local Government Code and the Board's authority pursuant to Section 311.010(h) of the Act, including all reasonable and customary soft costs related thereto, and the Economic Development Grant including interest at a rate of six percent per year on such grant. The total project costs for the Zone are estimated to be \$32,183,628 as set forth on **Exhibit F** as well as the following (a) an economic development grant equal to \$400,000 plus interest at a rate of six percent per year until paid as consideration for the Developer's payment to the City pursuant to Section 6.2 of the Development Agreement, but only if such payment is not timely reimbursed to the Developer as described in Section 6.2 of the Development Agreement (the "**Economic Development Grant**"); and (b) the actual, direct reasonable costs paid or incurred by or on behalf of the City to administer the TIRZ consisting of the imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of the Final Plan and the actual costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City directly related to the development of the Property (the "**Administrative Costs**"). The Project Costs estimated to be \$32,183,628 and described on **Exhibit F** are considered estimates and do not act as a limitation on the described items, and actual amounts may vary materially from estimates in this Preliminary Plan.

9. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit F**. The time intervals set forth on **Exhibit F** are estimates and are subject to change without amending this Preliminary Plan or the Final Plan.

10. ECONOMIC FEASIBILITY. Economic feasibility has been evaluated over the term of the Zone, in part based on the "Feasibility Study" set forth on Exhibit H, which focuses on only direct financial benefits (i.e., ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$329,912,500 in total new real property tax revenue for the participating taxing entities.

11. CITY TIRZ CONTRIBUTION. During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount equal to twenty cents per \$100 of the Captured Appraised Value as defined in Section 14 (the "City TIRZ Contribution"), which equates to approximately 31 percent of the current City tax rate, unless the City modifies or revokes any of the District Consents as defined in the Development Agreement (the "District Consents"). Notwithstanding anything to the contrary in this Preliminary Plan, if the City modifies or revokes any of the District Consents, the City's TIRZ Contribution shall automatically be increased and defined to mean an amount equal to one hundred percent (100%) of the City Tax Increment (as defined in Section 14) for the remaining term of the Zone. Provided the City does not modify or revoke any of the District Consents, (a) the City TIRZ Contribution over the life of the Zone is estimated at \$31,262,169, which will be deposited into the TIRZ Fund to pay for the Project Costs; and (b) the remaining new real property tax revenue over that period, estimated at \$67,957,547 shall be retained by the City in its general fund, in addition to existing ad valorem tax revenues generated from the Tax Increment Base (defined below). One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities, unless the taxing entity participates in the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated. The estimated City TIRZ Contribution over the life of the Zone stated in this section is an estimate and does not act as a limitation.

12. ESTIMATED BONDED INDEBTEDNESS. The City does not contemplate any tax increment reinvestment zone bonds or public indebtedness to be issued by the City secured by the tax increment pursuant to the Act. The City TIRZ Contribution may be pledged to the repayment of debt issued by the District.

13. TAX INCREMENT BASE. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. The current total appraised value of taxable real property in the Zone equals \$264,044, which represents the "Tax Increment Base."

14. ESTIMATED CAPTURED APPRAISED VALUE. The captured appraised value of the Property taxable by the City for a year is the total taxable value of all of the Property by the City for that year less the Tax Increment Base (the "Captured Appraised Value"). The amount of the city tax increment in the Zone for a year is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value less the Tax Increment Base of the Property (the "City Tax Increment"). It is estimated that upon expiration of the term of the Zone, the total captured appraised value of taxable real property in the Zone will be \$563,709,773 in 2023 dollars.

15. METHOD OF FINANCING. The Final Plan shall obligate the City to deposit the City Tax Increment into the TIRZ Fund beginning in 2024. Deposits into the TIRZ Fund shall be used to pay the following costs in the following order of priority: (1) first, to pay Administrative Costs; (2) second, to reimburse the Developer for Project Costs excluding the Economic Development Grant; (3) third, to pay the Economic Development Grant to the Developer, including interest on the grant at a rate of six percent per year, but only if such payment is not timely reimbursed to the Developer as described in Section 6.2 of the Development Agreement; and (4) fourth, to pay other TIRZ costs as determined by the City only after the Developer has been paid in full pursuant to the terms of the Development Agreement and the TIRZ Agreement. Notwithstanding anything to the contrary in this paragraph, at the City's option, the

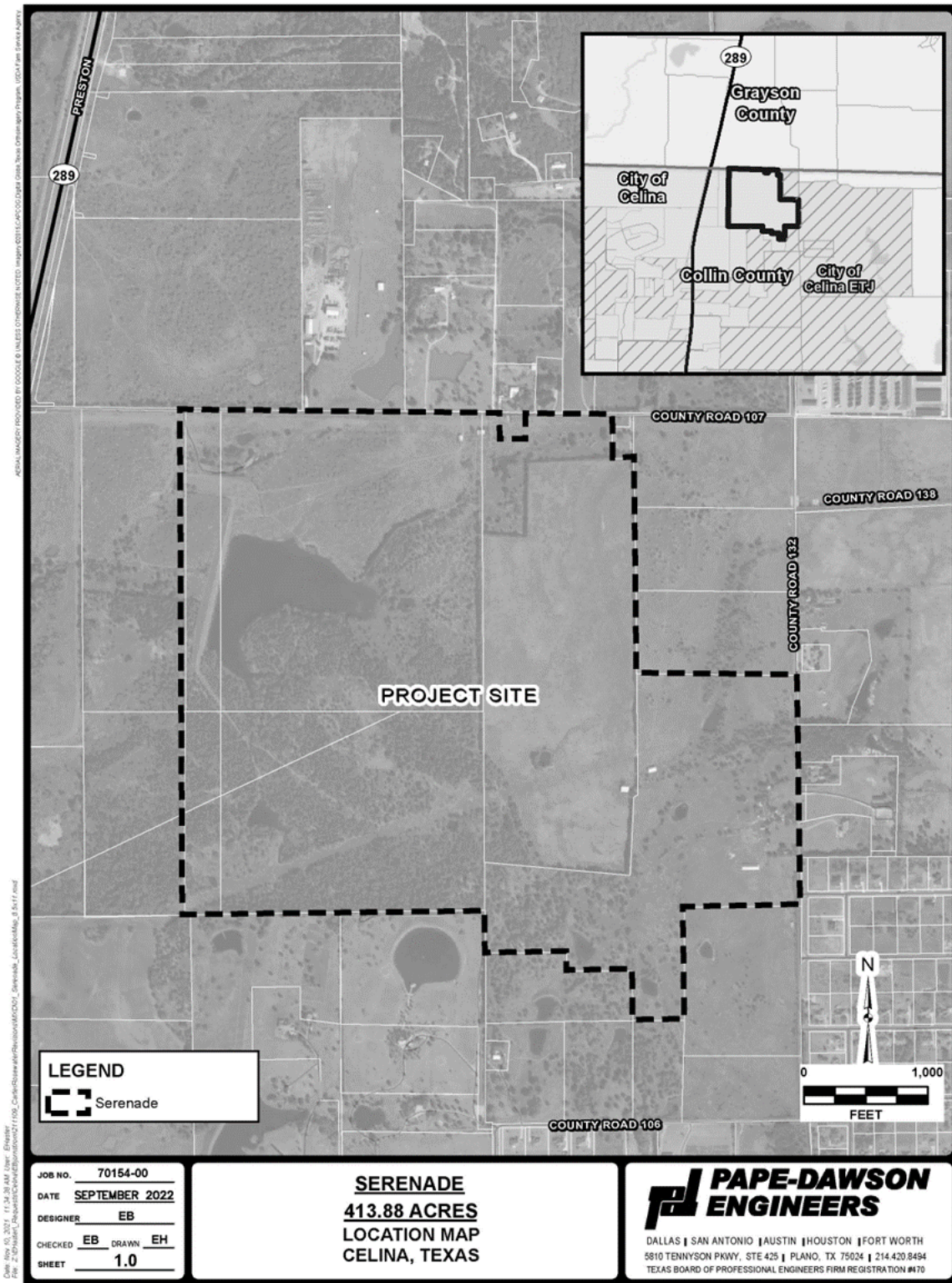
Economic Development Grant (or portions thereof) may be paid to the Developer at the earliest possible time, following payment of Administrative Costs, to prevent additional interest from accruing on such grant.

16. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall commence upon the passage and approval of the ordinance creating the Zone and shall continue in effect until the earlier of the Designated Termination Date or the date on which all project costs in the Final Plan, tax increment bonds and interest on those bonds, and other TIRZ obligations have been paid in full. For purposes of this section, the Designated Termination Date means the last of the following dates to occur: (a) 35 years after the date the last final plat for a portion of the Property is recorded; or (b) the date the last series of District bonds required to fund full development of the Property is paid, or if no District bonds are issued, the date that the developer is reimbursed for all amounts required to fund full development of the Property that would be eligible for reimbursement if the District had issued bonds. For purposes of this section, TIRZ obligations include all obligations under the TIRZ Agreement, including payment of all developer reimbursements required by the TIRZ Agreement.

17. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

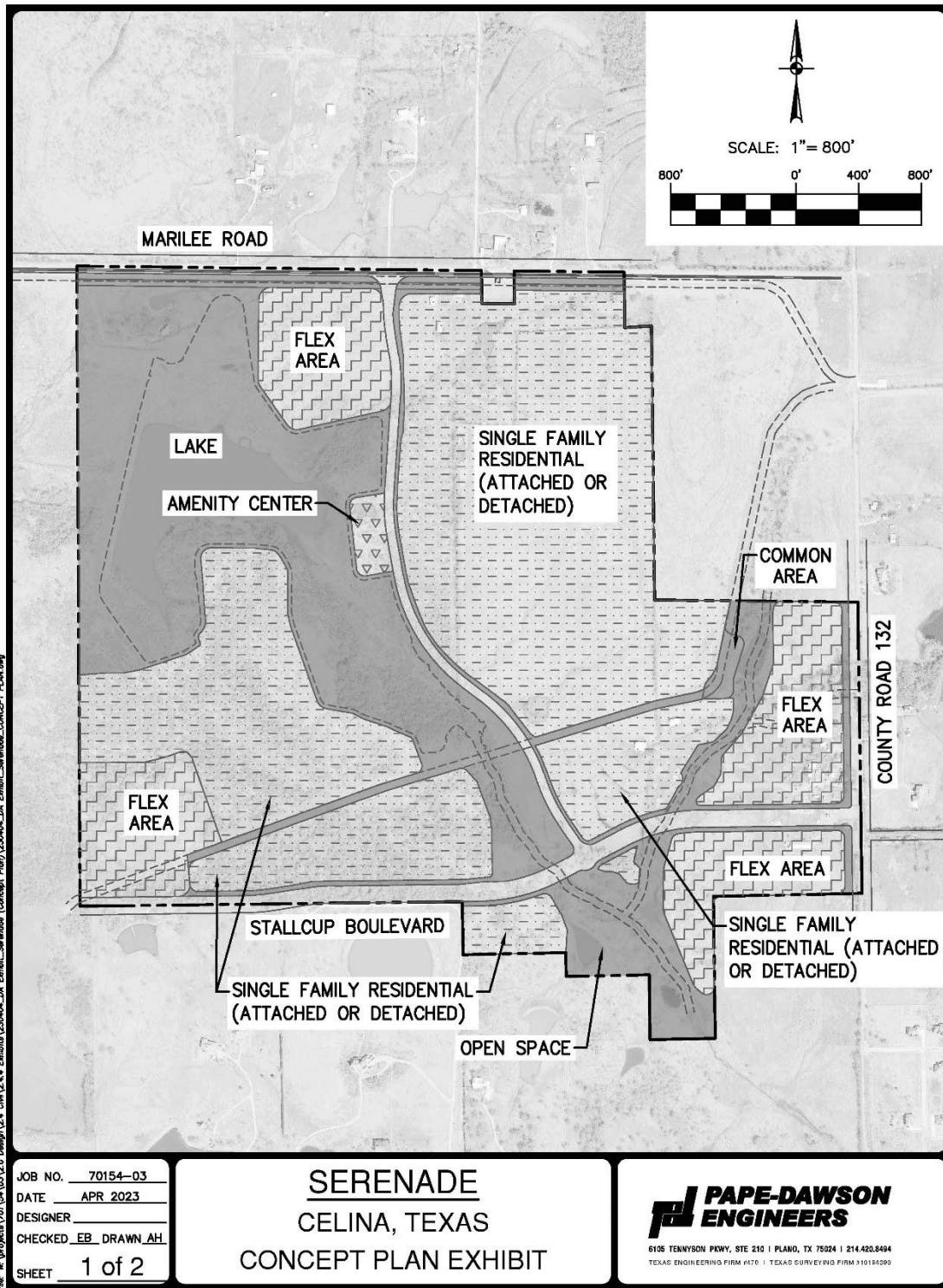
Exhibit A	Map of the Zone
Exhibit B	Concept Plan
Exhibit C	Legal Description of the Zone
Exhibit D	Non-Project Costs
Exhibit E	Public Improvements
Exhibit F	Estimated Project Costs and Time When Costs are to be Incurred
Exhibit G	Feasibility Study

Exhibit A
Map of the Property and Zone



Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

Exhibit B **Concept Plan**



Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

Exhibit C
Legal Description of the Zone
Approximately 413.880 acres

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a 1/2" reference iron rod found on line, passing at 193.71 feet a 1/2" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9

Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)

acre tract as recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South 89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract, South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East, 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22' East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

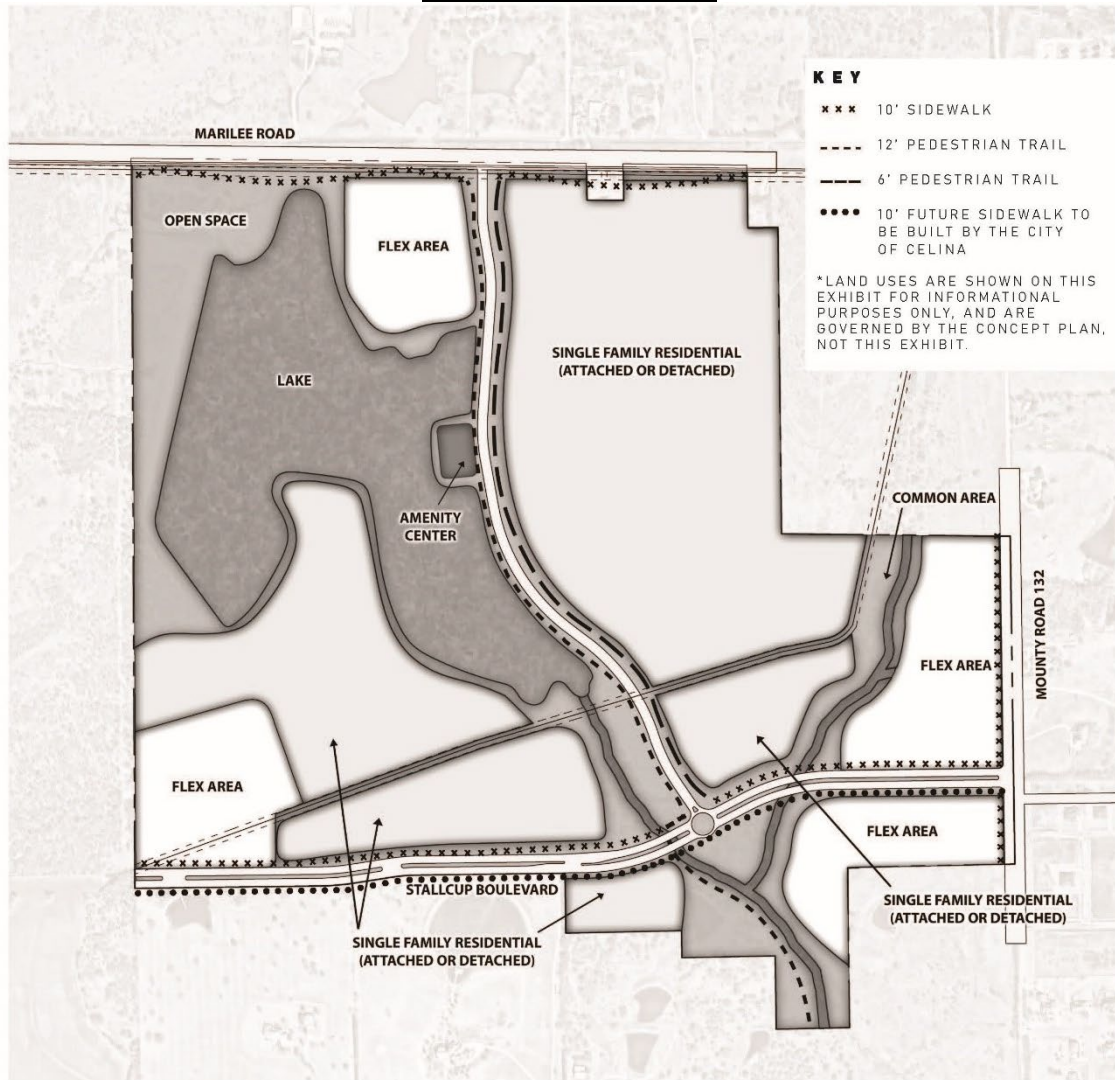
Exhibit D
Non-Project Costs

NON-PROJECT COSTS

Serenade TIRZ						
Land Use	Units	Lot Value ^(a)		Buildout Value ^(a)		Estimated Non-Project Costs
		Per Unit	Total	Per Unit	Total	
50' Lot	692	74,000	51,208,000	370,000	256,040,000	\$ 204,832,000
60' Lot	46	80,500	3,703,000	402,500	18,515,000	14,812,000
70' Lot	121	91,500	11,071,500	457,500	55,357,500	44,286,000
Total	859		\$65,982,500		\$329,912,500	\$263,930,000

(a) Based on data provided by the Developer.

Exhibit E Public Improvements



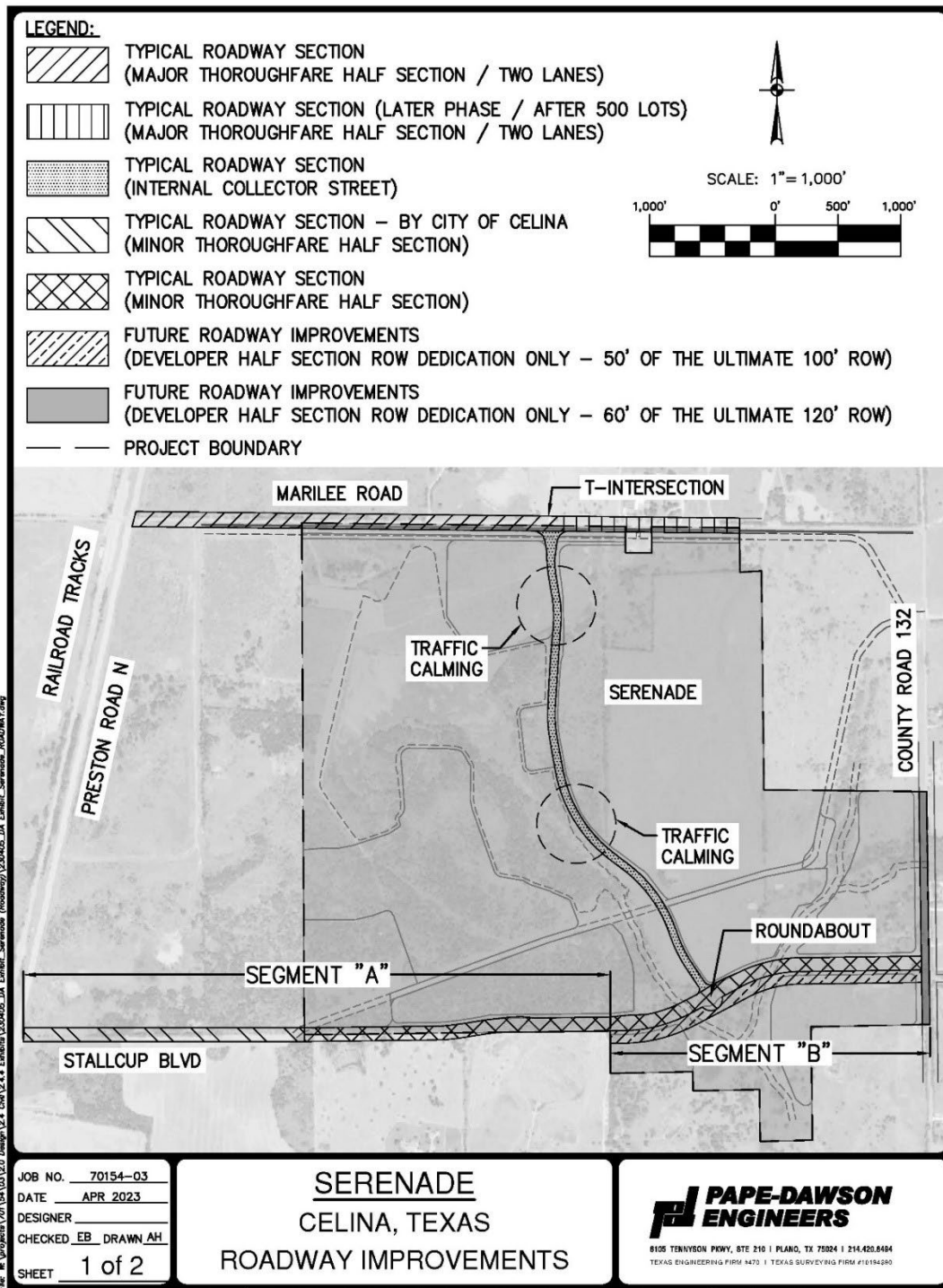
SERENADE:TRAIL LAYOUT PLAN
CELINA | APRIL 2023

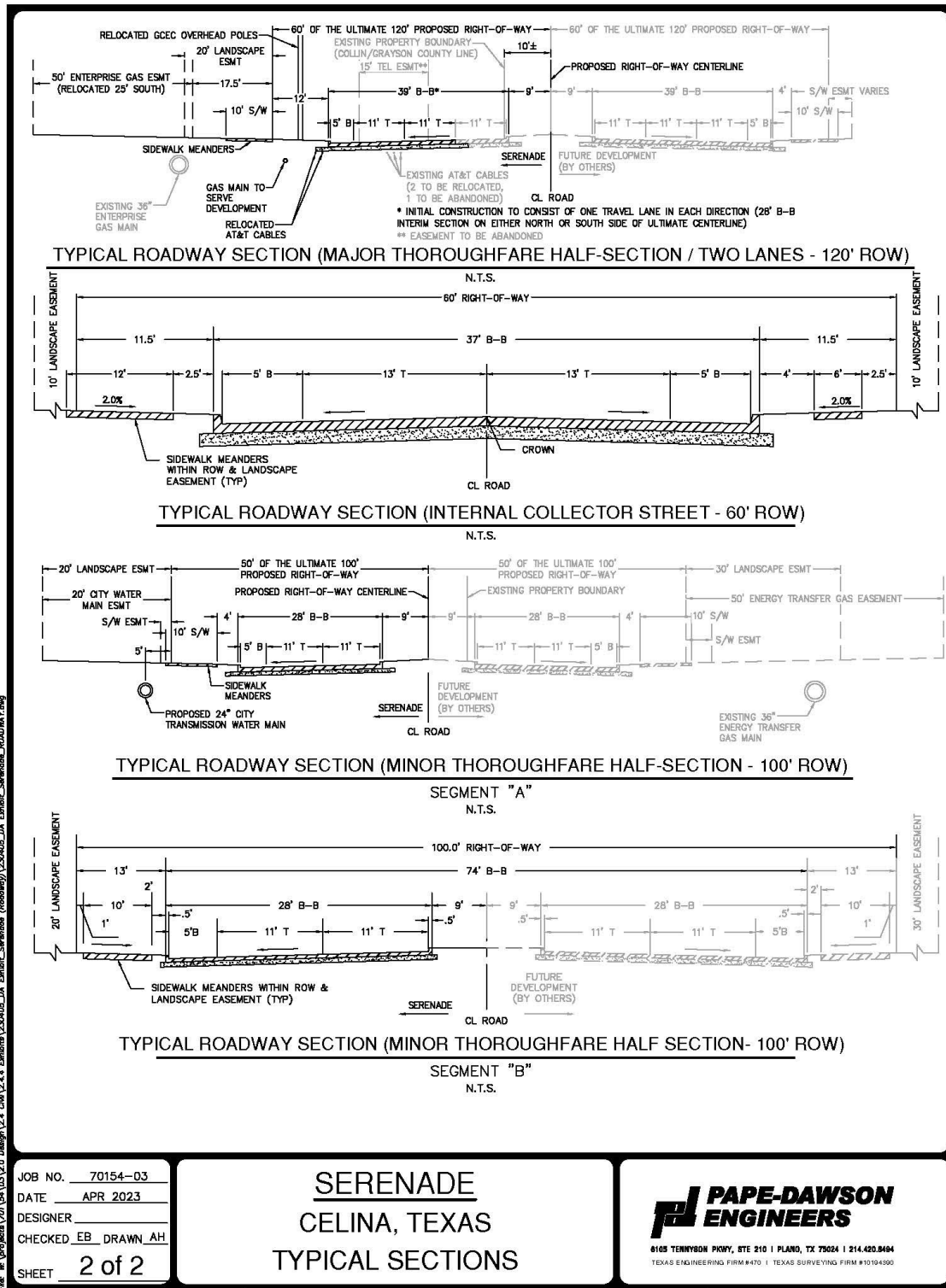
PLAN VIEW
SCALE: 1"=800'

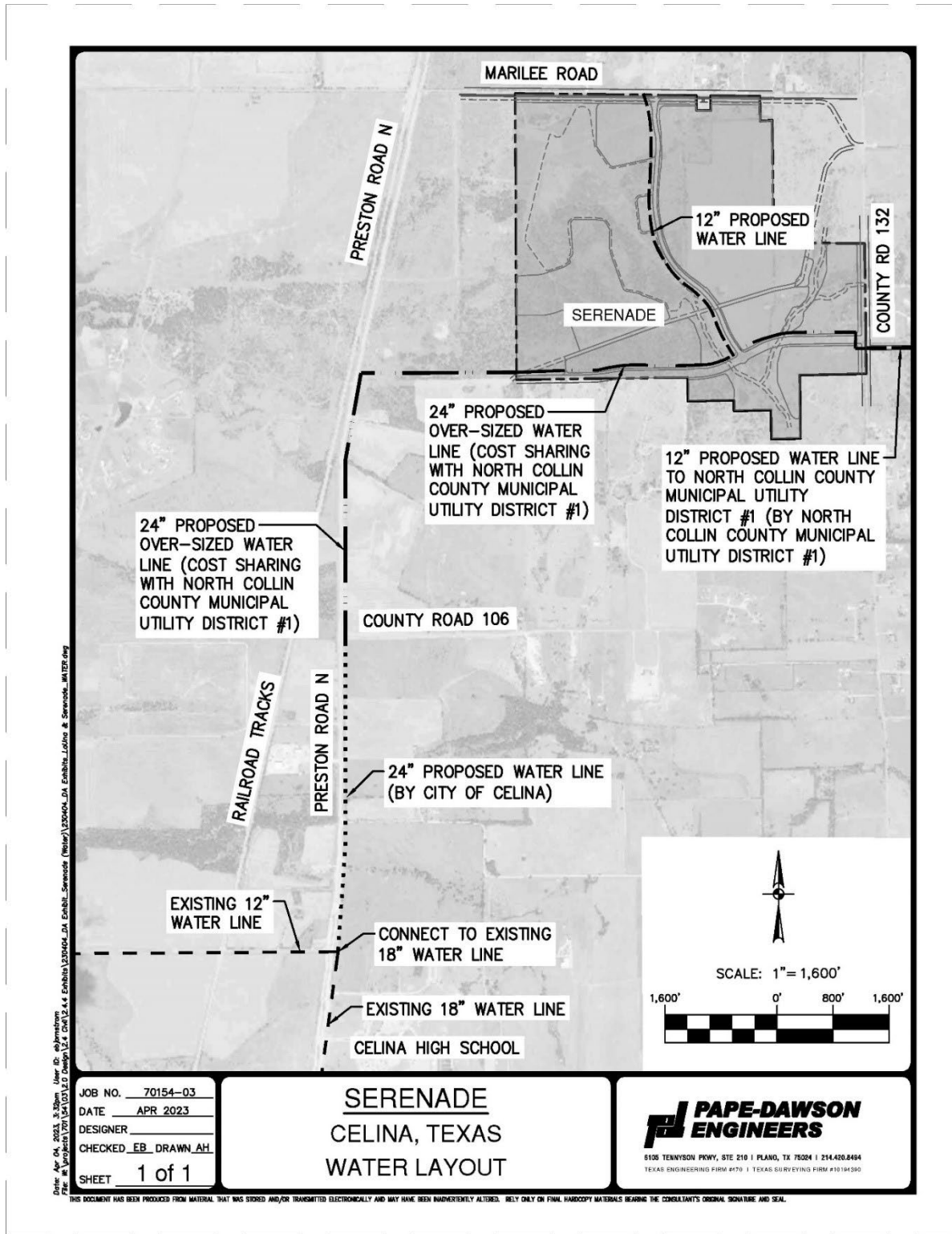
0 400' 800' 1600'

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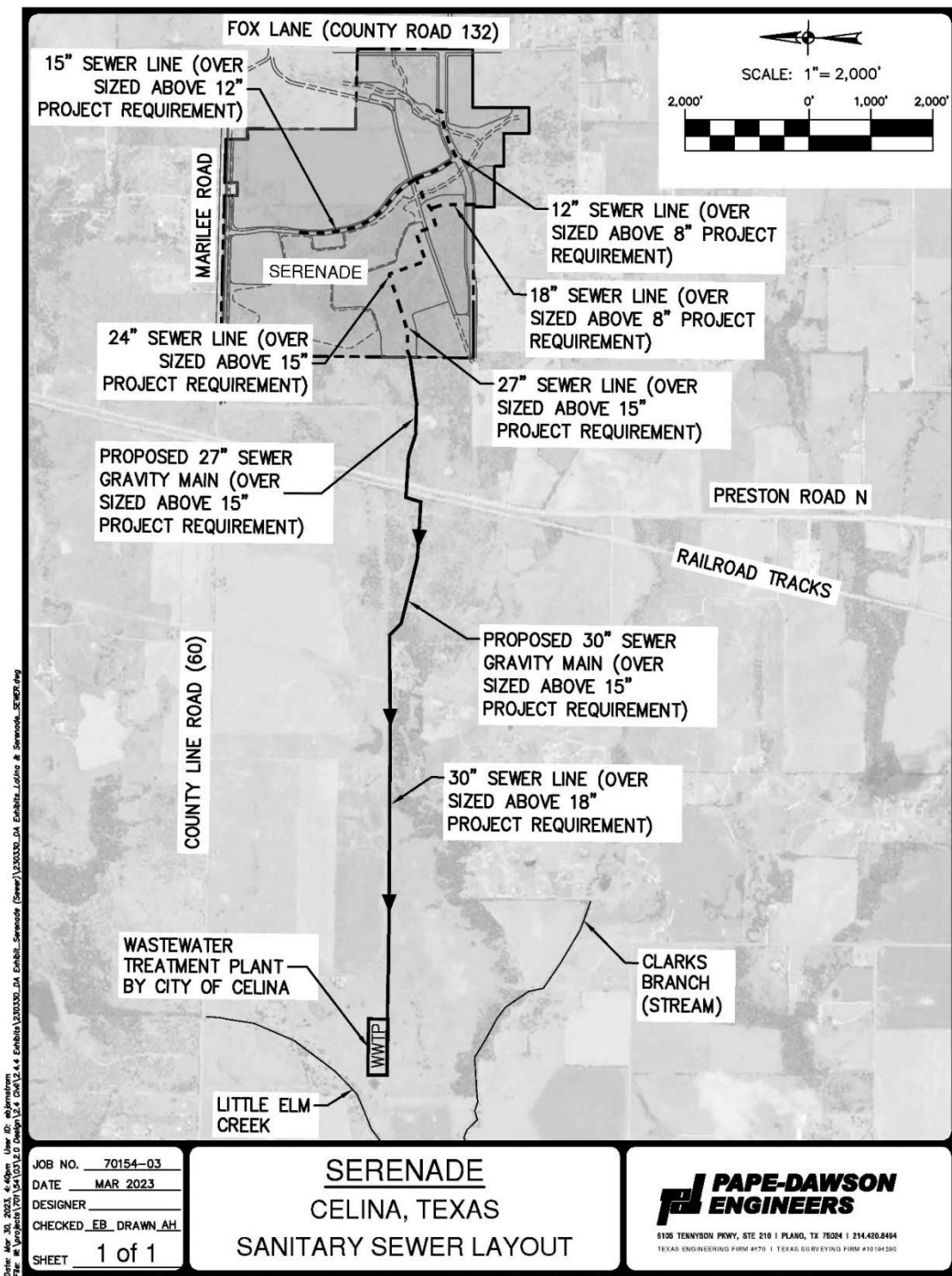
Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)



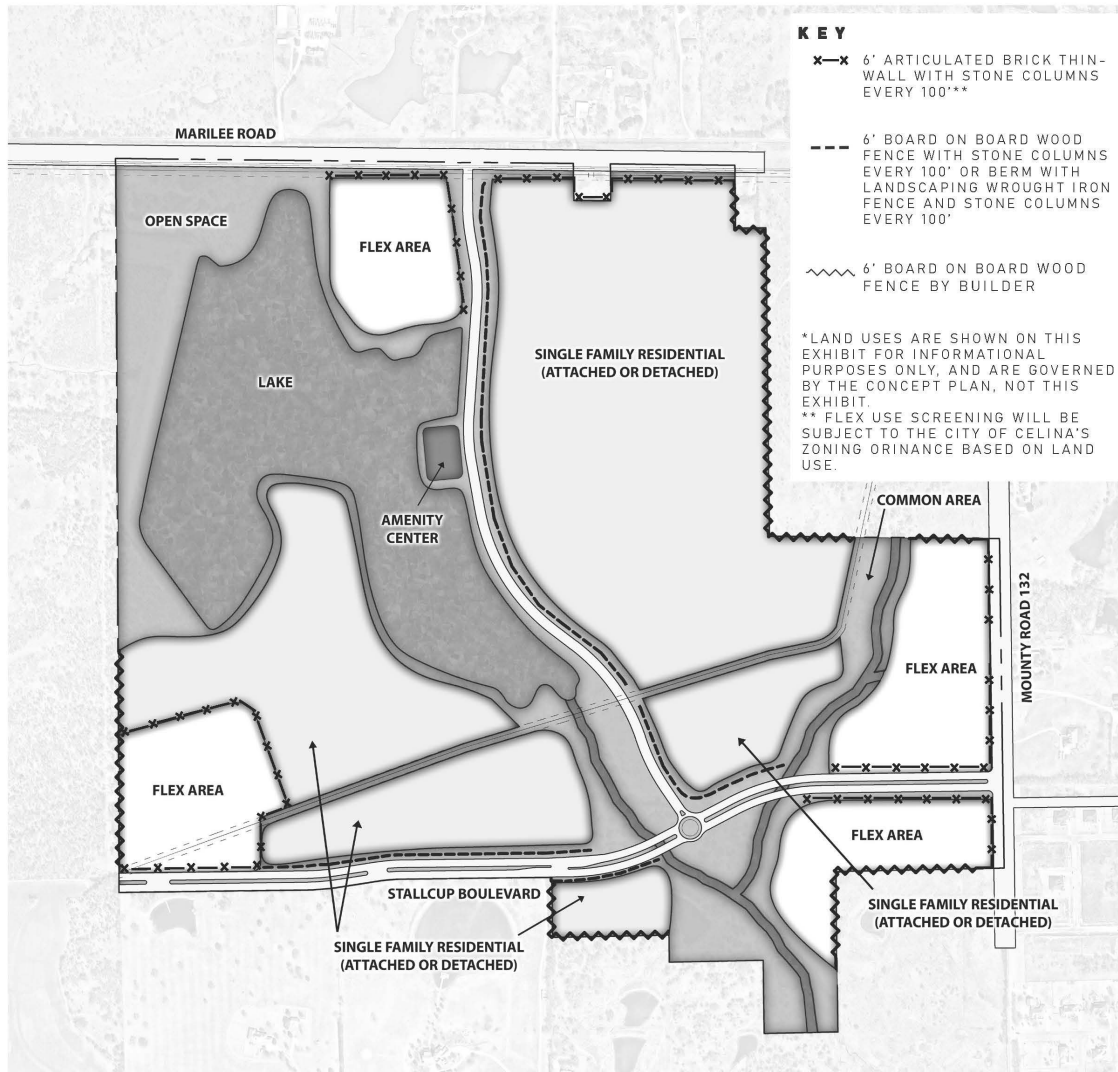




Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)



Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)



SERENADE: FENCING PLAN
 CELINA | APRIL 2023

PLAN VIEW
 SCALE: 1"=800'

0 400' 800' 1600'

N

LJA

Exhibit F
Estimated Project Costs and Timeline of Project Costs

PROJECT COSTS

Project Costs	
Public Improvements	
Roads	\$ 10,170,000
Water/Sewer	11,077,168
Storm Sewer/Drainage	6,338,214
Trail / Fencing	1,150,000
Soft Costs	3,448,246
Public Improvement Costs	\$ 32,183,628
Economic Development Grant	400,000
Administrative Costs	410,000
Total Project Costs	\$ 32,993,628

ESTIMATED TIMELINE OF PROJECT COSTS

Serenade TIRZ

Calendar Year ^(a)	Total Project Costs ^(b)	
	Annual	Cumulative
2023	\$ -	\$ -
2024	9,783,628	9,783,628
2025	-	9,783,628
2026	7,600,000	17,383,628
2027	-	17,383,628
2028	7,600,000	24,983,628
2029	-	24,983,628
2030	7,600,000	32,583,628
2031	-	32,583,628
\$ 32,583,628		

(a) Timeline shown for illustrative purposes only and is subject to change.

(b) Does not include Administrative Costs which shall be incurred annually for the duration of the Zone.

Exhibit G
Feasibility Study

FEASIBILITY STUDY										
Serenade TIRZ										
Zone	Calendar	Growth	Added			City TIRZ Increment			City Retained Revenue	
Year	Year	/ Year	Development Value	New Taxable Value	Incremental Value	Amt	Annual	Cumulative	Annual	Cumulative
Base	2023									
1	2024	2%								
2	2025	2%	\$ 33,000,000	\$33,000,000	\$33,000,000	\$ 0.20	\$ 66,000	\$ 66,000	\$ 143,470	\$ 143,470
3	2026	2%	33,000,000	66,660,000	66,660,000	0.20	133,320	199,320	289,810	433,281
4	2027	2%	33,000,000	100,993,200	100,993,200	0.20	201,986	401,306	439,077	872,358
5	2028	2%	33,000,000	136,013,064	136,013,064	0.20	272,026	673,333	591,329	1,463,687
6	2029	2%	33,000,000	171,733,325	171,733,325	0.20	343,467	1,016,799	746,626	2,210,313
7	2030	2%	33,000,000	208,167,992	208,167,992	0.20	416,336	1,433,135	905,029	3,115,342
8	2031	2%	33,000,000	245,331,352	245,331,352	0.20	490,663	1,923,798	1,066,600	4,181,942
9	2032	0%	33,000,000	278,331,352	278,331,352	0.20	556,663	2,480,461	1,210,071	5,392,013
10	2033	0%	33,000,000	311,331,352	311,331,352	0.20	622,663	3,103,123	1,353,541	6,745,554
11	2034	2%	32,912,500	350,470,479	350,470,479	0.20	700,941	3,804,064	1,523,702	8,269,256
12	2035	2%	-	357,479,888	357,479,888	0.20	714,960	4,519,024	1,554,176	9,823,432
13	2036	2%	-	364,629,486	364,629,486	0.20	729,259	5,248,283	1,585,260	11,408,691
14	2037	2%	-	371,922,076	371,922,076	0.20	743,844	5,992,127	1,616,965	13,025,656
15	2038	2%	-	379,360,517	379,360,517	0.20	758,721	6,750,848	1,649,304	14,674,960
16	2039	2%	-	386,947,728	386,947,728	0.20	773,895	7,524,744	1,682,290	16,357,250
17	2040	2%	-	394,686,682	394,686,682	0.20	789,373	8,314,117	1,715,936	18,073,186
18	2041	2%	-	402,580,416	402,580,416	0.20	805,161	9,119,278	1,750,255	19,823,441
19	2042	0%	-	402,580,416	402,580,416	0.20	805,161	9,924,439	1,750,255	21,573,695
20	2043	0%	-	402,580,416	402,580,416	0.20	805,161	10,729,599	1,750,255	23,323,950
21	2044	2%	-	410,632,024	410,632,024	0.20	821,264	11,550,864	1,785,260	25,109,209
22	2045	2%	-	418,844,665	418,844,665	0.20	837,689	12,388,553	1,820,965	26,930,174
23	2046	2%	-	427,221,558	427,221,558	0.20	854,443	13,242,996	1,857,384	28,787,558
24	2047	2%	-	435,765,989	435,765,989	0.20	871,532	14,114,528	1,894,532	30,682,090
25	2048	2%	-	444,481,309	444,481,309	0.20	888,963	15,003,491	1,932,422	32,614,513
26	2049	2%	-	453,370,935	453,370,935	0.20	906,742	15,910,232	1,971,071	34,585,584
27	2050	2%	-	462,438,354	462,438,354	0.20	924,877	16,835,109	2,010,492	36,596,076
28	2051	2%	-	471,687,121	471,687,121	0.20	943,374	17,778,483	2,050,702	38,646,778
29	2052	0%	-	471,687,121	471,687,121	0.20	943,374	18,721,858	2,050,702	40,697,480
30	2053	0%	-	471,687,121	471,687,121	0.20	943,374	19,665,232	2,050,702	42,748,183
31	2054	2%	-	481,120,863	481,120,863	0.20	962,242	20,627,474	2,091,716	44,839,899
32	2055	2%	-	490,743,280	490,743,280	0.20	981,487	21,608,960	2,133,551	46,973,450
33	2056	2%	-	500,558,146	500,558,146	0.20	1,001,116	22,610,076	2,176,222	49,149,671
34	2057	2%	-	510,569,309	510,569,309	0.20	1,021,139	23,631,215	2,219,746	51,369,417
35	2058	2%	-	520,780,695	520,780,695	0.20	1,041,561	24,672,776	2,264,141	53,633,558
36	2059	2%	-	531,196,309	531,196,309	0.20	1,062,393	25,735,169	2,309,424	55,942,982
37	2060	2%	-	541,820,235	541,820,235	0.20	1,083,640	26,818,810	2,355,612	58,298,594
38	2061	2%	-	552,656,640	552,656,640	0.20	1,105,313	27,924,123	2,402,724	60,701,319
39	2062	0%	-	552,656,640	552,656,640	0.20	1,105,313	29,029,436	2,402,724	63,104,043
40	2063	0%	-	552,656,640	552,656,640	0.20	1,105,313	30,134,749	2,402,724	65,506,768
41	2064	2%	-	563,709,773	563,709,773	0.20	1,127,420	31,262,169	2,450,779	67,957,547
Total			\$ 329,912,500			\$ 31,262,169			\$ 67,957,547	
Assumptions										
Base Taxable Value					\$ 264,044					
City AV Rate					\$ 0.634759					

Attachment: Draft Ordinance (Huffines-Serenade (Bray) – TIRZ Creation)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Jonathan Pollard, Senior Planner
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Huffines-LaUna (Carter) - TIRZ Creation

Action Requested:

Conduct a public hearing to consider testimony and act upon an ordinance designating a geographic area within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Sixteen, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance. (Huffines-LaUna (Carter) – TIRZ Creation) (Stovall)

Background Information:

Please refer to the attachment for additional information.

Legal Review:

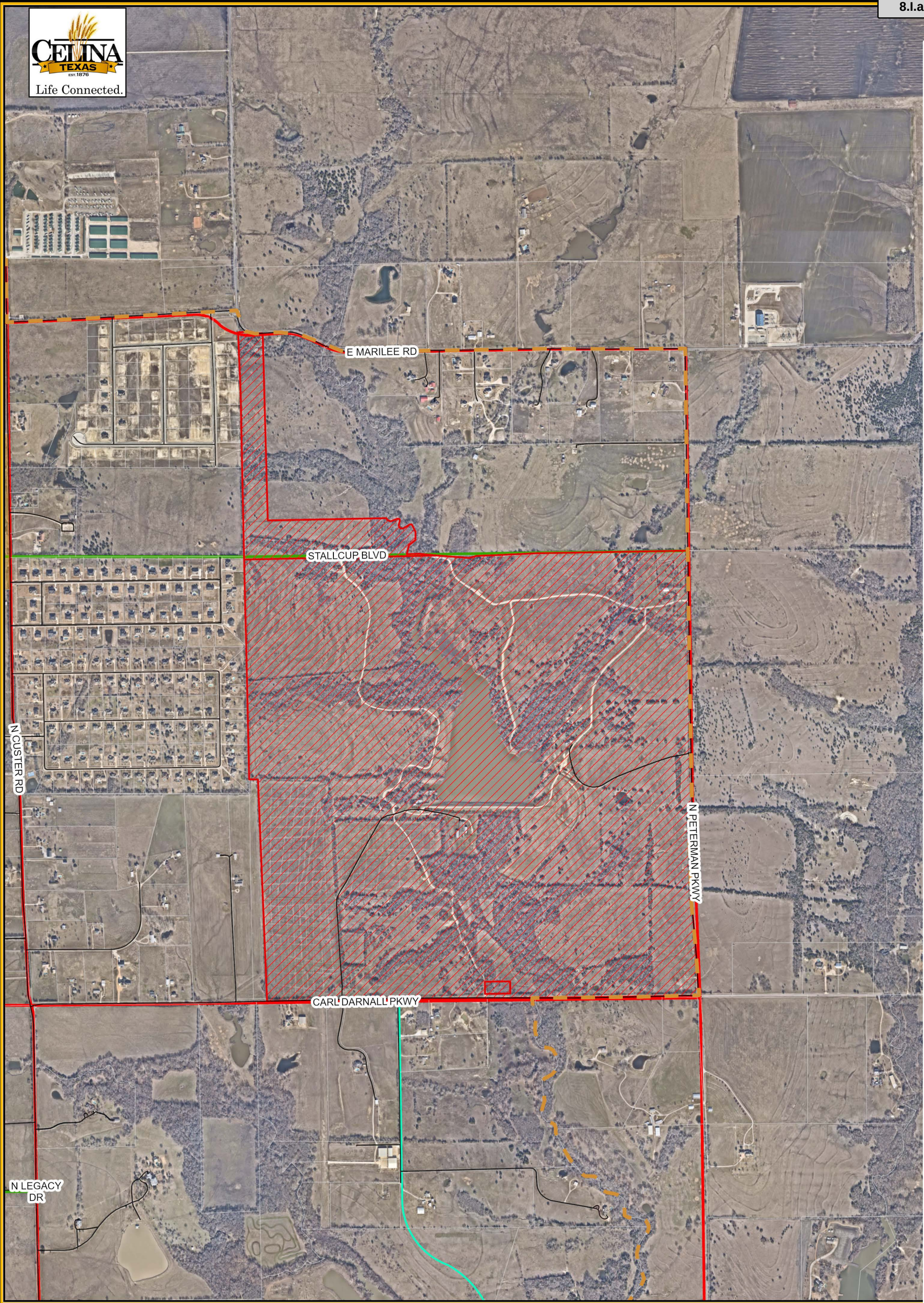
This item has been reviewed by the City Attorney.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

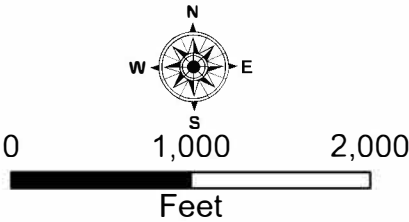
Staff recommends approval.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Huffines - LaUna (Carter)
Location Map
City of Celina
4/24/2023



Attachment: Location Map (Huffines - LaUna (Carter) – TIRZ Creation)

**CITY OF CELINA, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SIXTEEN, CITY OF CELINA, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE AND OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or non-contiguous geographic area that is in the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the governing body of the City (the "City Council") desires to promote the development of a certain geographic area in the City's extraterritorial jurisdiction, which is more specifically described in the metes and bounds attached hereto as ***Exhibit "A"*** (the "Property") and more generally depicted in ***Exhibit "B"*** attached hereto, through the creation of a new reinvestment zone as authorized by and in accordance with the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number Sixteen, City of Celina, Texas Preliminary Project Plan and Finance Plan* (the "Preliminary Project and Finance Plan") attached as ***Exhibit "C"***; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the *Celina Record*, a newspaper of general circulation within the City in which the proposed zone is to be located, on May 22, 2023, which date is not later than the seventh (7th) day before the public hearing held on June 13, 2023; and

WHEREAS, at the public hearing on June 13, 2023, interested persons were allowed to

Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)

speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on June 13, 2023; and

WHEREAS, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. Findings.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes; and

(b) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and

(c) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(d) That the proposed reinvestment zone, as defined and depicted in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the extraterritorial jurisdiction of the City; and

2. The area includes land that is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City; and

3. The area includes land that constitutes an economic or social liability and is a menace to the public health, safety, morals and/or welfare in its present condition

because of the predominance of defective or inadequate sidewalk and street layout and the deterioration of sites, utility infrastructure and other improvements; and

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future; and

(h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and

(i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

Section 2. Designation and Name of the Zone. Pursuant to the authority of, and in accordance with the requirements of, the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Sixteen, City of Celina, Texas (the "Zone").

Section 3. Board of Directors.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by City Council.

(b) The City Council hereby appoints the City Council to serve as the Board. The City Council appoints the Mayor to serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board. City Council members shall serve on the Board during their term on City Council. In the event a City Council member is not reelected or fails to run for re-election, the successor shall serve on the Board.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby

delegates to the Board all powers necessary to implement the Project and Finance Plan as approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the Tax Increment Fund established pursuant to this Ordinance.

(d) Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

(e) Directors shall not receive any salary or other compensation for their services as directors.

Section 4. Duration of the Zone. The Zone shall take effect immediately upon the passage and approval of this Ordinance. Consistent with the terms of Section 311.017 of the Act, the Zone shall continue in effect until the earlier of the Designated Termination Date or the date on which all project costs in the Project and Finance Plan, tax increment bonds and interest on those bonds, and other TIRZ obligations have been paid in full. For purposes of this section, the Designated Termination Date means the last of the following dates to occur: (a) 35 years after the date the last final plat for a portion of the Property is recorded; or (b) the date the last series of District (as defined below) bonds required to fund full development of the Property is paid, or if no District bonds are issued, the date that the developer is reimbursed for all amounts required to fund full development of the Property that would be eligible for reimbursement if the District had issued bonds. For purposes of this section, TIRZ obligations include all obligations under the TIRZ Agreement (as defined on *Exhibit "C"*), including payment of all developer reimbursements required by the TIRZ Agreement.

Section 5. Tax Increment Base. Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2023, of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone for the year in which the Zone was designated as a reinvestment zone.

Section 6. Tax Increment Fund. There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into such subaccounts as authorized by subsequent ordinances, into which the City TIRZ Increment (defined below in this section), as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act and the Project and Finance Plan, are to be deposited. The

Tax Increment Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Act and set forth in the Project and Finance Plan, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Act, however excess funds may be transferred to the City's general fund as determined by the City.

The Tax Increment Fund shall consist of the portion of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that the City has elected to dedicate to the Tax Increment Fund as set forth in this paragraph (the "City TIRZ Increment"), which amount shall be twenty cents per \$100 of the assessed value from ad valorem real property taxes collected by the City from the Property unless the City modifies or revokes the City resolution anticipated to be adopted on July 11, 2023 consenting to the LaUna Ranch Municipal Utility District (the "District"), at which time the City's TIRZ participation shall automatically increase to an amount equal to one hundred percent (100%) of the ad valorem real property taxes collected by the City from the Property.

Section 7. Severability. Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 9. Open Meetings. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Effective Date. This Ordinance shall take effect immediately upon its passage as provided by law.

[signature page follows]

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS THIS THE 13th DAY OF JUNE, 2023.**

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)

EXHIBIT A
Metes and Bounds Description of the Zone
(Approximately 666.163 acres)

BEING a tract of land situated in the Edwin Rightman Survey, Abstract Number 750 and the John H. Wilson Survey, Abstract Number 964, Collin County, Texas and being all of those certain 9 Parcels described in deed to Thomas J. Carter, Jr. and Nancy O'B. Carter Family Limited Partnership, as recorded in County Clerk's Filing Number 20150827001083840, Official Public Records, Collin County, Texas, said Parcels being described in County Clerk's Filing Numbers 20020307000345140 (562.084 acres), 20021022001532840 (34.405 acres), and 20021022001532850 (63.938 acres) as recorded in the Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap found at the southwest corner of said called 562.084 acre tract, said iron being in the approximate centerline of County Road No. 135 (an existing fenced Right-of-Way) and also being the southeast corner of that certain called 50.668 acre tract of land described by deed to Timothy Earl Berry as recorded in Volume 1831, Page 176, Official Public Records, Collin County, Texas;

THENCE N 02°20'58"W, a distance of 2642.22 feet (previously recorded as N 01°4'34"W, 2642.22 feet) along the common line of the west line of said called 562.084 acre tract and the east line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set, from which a 1/2 inch iron rod found bears S 81°12'23"W, 2.74 feet;

THENCE N 88°39'27"W, a distance of 116.59 feet (previously recorded as N 87°52'07"W, 116.59 feet) along the north line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the east line of Block A, Wild Wood Estates, as recorded in County Clerk's Filing Number 20150120000062590, Official Public Records, Collin County, Texas;

THENCE N 01°06'19"W, a distance of 1577.08 feet (previously recorded as N 01°12'37"W, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Wild Wood Estate to a 1/2 inch iron rod found, being the northeast corner of said Wild Wood Estates and the southeast corner of Highland Crossing, as recorded in County Clerk's Filing Number 20190418010001810 (Volume 2019, Page 300), Official Public Records, Collin County, Texas;

THENCE N 01°01'42"W, a distance of 1062.81 feet (previously recorded as N 01°07'00"E, 1062.81 feet, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Highland Crossing to a 5/8 inch iron rod found, being the northeast corner of said Highland Crossing and the southeast corner of that certain called 63.9 acre tract of land described by deed to magnum Estates LLC, as recorded in County Clerk's Filing Number 20170605000723310, Official Public Records, Collins County, Texas, and also being the southwest corner of the aforementioned called 34.405 acre tract;

THENCE N 01°18'28"W, a distance of 1070.57 feet (previously recorded as N 00°34'20"W, 1071.06 feet) along the common line of the west line of said called 34.405 acre tract and the east line of said called 63.9 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found, being an angle point in the west line of said called 34.405 acre tract and being the northeast corner of said called 63.9 acre tract and the southeast corner of that certain called 104.812 acre tract of land described by deed to Celina CR 138, LP, as recorded in County Clerk's Filing Number 20090105000003450, Official Public Records, Collin County, Texas;

THENCE N 01°08'25"W, a distance of 869.34 feet (previously Recorded as N 00°24'16"W, 869.50 feet) along the common line of the west line of said called 34.405 tract and the east line of said called 104.812 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found at an angle point in said common line;

THENCE N 02°23'11"W, a distance of 740.72 feet (previously recorded as N 01°39'30"W, 740.88 feet) continuing along said common line to a 1/2 inch iron rod with cap found, being the northwest corner of said called 34.405 acre tract;

THENCE N 86°50'18"E, a distance of 109.10 feet (previously recorded as N 87°34'26"E, 109.10 feet) along the north line of said called 34.405 acre tract to a Mag Nail set in the approximate centerline of County Road 138 (an existing fenced Right-of-Way);

THENCE S 66°27'15"E, a distance of 56.17 feet (previously recorded as S 65°43'07"E, 56.17 feet) continuing along said north line and with said County Road 138 to a Mag Nail set;

THENCE N 87°29'51"E, a distance of 134.38 feet (previously recorded as N 88°12'19"E, 134.87 feet) continuing along said north line and with said County Road 138 to P.K. Nail found, being the northeast corner of said called 34.405 acre tract and the northwest corner of that certain called 65.553 acre tract of land described in deed to Mesquoakee Rand, LLC, as recorded in County Clerk's Filing Number 20160106000409780, Official Public Records, Collin County, Texas;

THENCE S 01°32'47"E, a distance of 2230.40 feet (previously recorded as S 00°48'40"E, 2231.18 feet) along the common line of the east line of said called 34.405 acre tract and the west line of said called 65.553 acre tract to a 1/2 inch iron rod found at an "L" corner in said common line;

THENCE N 88°54'39"E, continuing along said common line, at 1298.13 feet pass a 5/8 inch iron rod with cap stamped "Peloton" found, in all a total distance of 1413.46 feet (previously recorded as N 89°38'10"E, 1413.44 feet) to a point in the approximate centerline of Honey Creek, being the northeast corner of said called 34.405 acre tract and the southeast corner of said called 65.553 acre tract, also being in the westerly line of that certain called 53.98 acre tract of land described by deed to Mesquoakee Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THE following courses and distances along the approximate centerline of said Honey Creek, the east line of said called 34.405 acre tract and the west line of said called 53.98 acre tract:

S 28°29'15"E, a distance of 22.49 feet to a point (previously recorded as S 27°10'42"E, 21.87 feet);

S 64°28'57"E, a distance of 42.27 feet to a point (previously recorded as S 63°44'49"E, 42.27 feet);

N 69°11'19"E, a distance of 85.97 feet to a point (previously recorded as N 69°55'27"E, 85.97 feet);

N 89°15'52"E, a distance of 23.40 feet to a point (previously recorded as EAST, 23.40 feet);

S 24°27'51"E, a distance of 20.94 feet to a point (previously recorded as S 23°43'43"E, 20.94 feet);

S 15°38'44"W, a distance of 59.70 feet to a point (previously recorded as S 16°22'52"W, 59.70 feet);

S 26°06'33"E, a distance of 39.32 feet to a point (previously recorded as S 25°22'25"E, 39.32 feet);

S 81°46'26"E, a distance of 36.01 feet to a point (previously recorded as S 81°02'18"E, 36.01 feet);

N 58°28'28"E, a distance of 95.25 feet to a point (previously recorded as N 59°18'36"E, 95.25 feet);

N 89°15'52"E, a distance of 22.92 feet to a point (previously recorded as EAST, 22.92 feet);

S 26°43'09"E, a distance of 98.28 feet to a point (previously recorded as S 25°59'01"E, 98.28 feet);

S 00°08'35"W, a distance of 98.08 feet to a point (previously recorded as S 00°08'35"W, 98.08 feet);

S 51°21'56"W, a distance of 98.25 feet to a point (previously recorded as S 51°21'56"W, 98.25 feet);

S 14°06'19"W, a distance of 110.82 feet to a point, (previously recorded as S 14°39'33"W, 111.76 feet) being in the north property line of the aforementioned called 562.084 acre tract and being the southwest corner of said called 53.98 acre tract;

THENCE N 88°00'00"E, a distance of 147.64 feet (previously recorded as N 88°43'58"E, 147.64 feet) along the north line of said called 562.084 acre tract to a point near the centerline of a secondary creek branch;

THENCE S 84°28'20"E, a distance of 228.93 feet (previously recorded as S 84°00'51"E, 229.51 feet) continuing along said north line to a 1/2 inch iron rod found, being the southwest corner of that certain called 22.63 acre tract of land described by deed to Mesquaque Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THENCE S 85°37'14"E, a distance of 370.57 feet (previously recorded as S 84°50'41"E, 369.68 feet) departing the south line of said called 23.63 acre tract and continuing along said north line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE N 73°42'57"E, a distance of 85.20 feet (previously recorded as N 74°25'50"E, 85.80 feet) continuing along said north line to a 1/2 inch iron rod found;

THENCE N 87°45'14"E, a distance of 221.96 feet (previously recorded as N 88°33'50"E, 221.20 feet) continuing along said north line to a 5/8 inch iron rod with cap stamped "Peloton" found in the south line of the aforementioned called 23.63 acre tract;

THENCE N 87°20'06"E, a distance of 499.80 feet (previously recorded as N 88°06'02"E, 500.00 feet) along the common line of the north line of said called 562.084 acre tract and the south line of said called 23.63 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found;

THENCE N 89°00'09"E, a distance of 1799.78 feet (previously recorded as N 89°44'02"E, 1800.00 feet) continuing along said common line to a point from which a P. K. Nail found in the approximate centerline of County Road Number 136 (an existing fenced Right-of-Way) bears N 79°51'55"E, 4.63 feet;

THENCE S 01°00'52"E, a distance of 3061.97 feet (previously recorded as S 00°17'43"E, 3061.97 feet) along the east line of said called 562.084 acre tract and said County Road Number 136 centerline to a 60D Nail found;

THENCE S 03°38'36"W, a distance of 61.47 feet (previously recorded as S 19°41'44"W, 85.29 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 18°51'11"W, a distance of 85.11 feet (previously recorded as S 05°53'36"W, 62.08 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 06°26'53"W, a distance of 50.97 feet (previously recorded as S 07°14'16"W, 50.97 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 01°13'17"E, a distance of 770.87 feet (previously recorded as S 00°32'56"W, 770.86 feet) continuing along said east line and said centerline to a P. K. Nail found, being the most northerly southeast corner of said called 562.084 acre tract and the northeast corner of the aforementioned 63.938 acre tract;

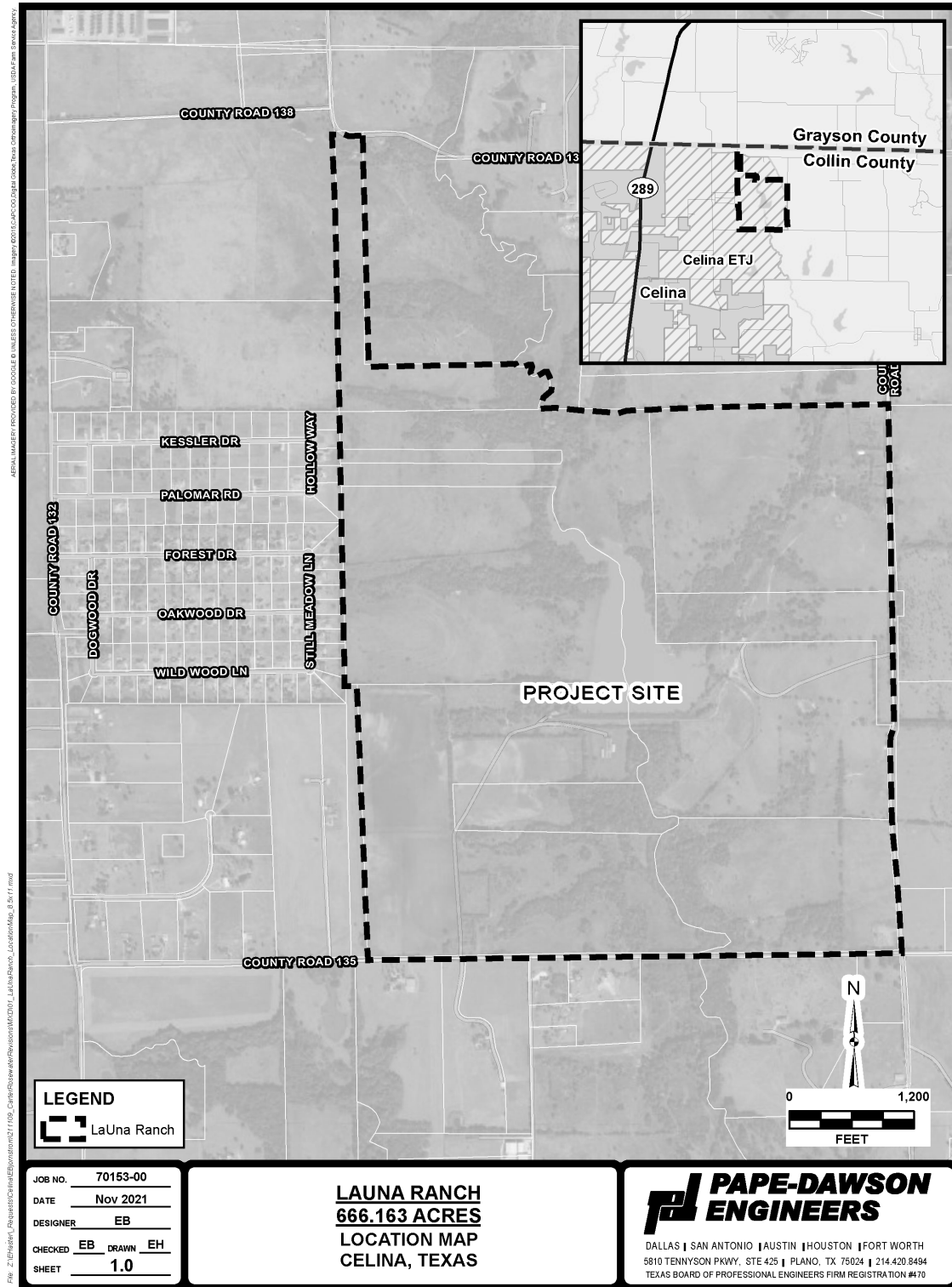
THENCE S 05°02'43"E, a distance of 648.67 feet (previously recorded as S 04°24'19"E, 648.96 feet) along the east line of said called 63.938 acre tract and continuing along said centerline to a 1/2 inch iron rod found;

THENCE S 03°50'11"E, a distance of 626.47 feet (previously recorded as S 03°07'17"E, 626.14 feet) continuing along said east line and said centerline to a 1/2 inch iron rod with yellow cap found, being the southeast corner of said called 63.938 acre tract and being at the approximate centerline intersection of County Road Number 135 and 136;

THENCE S 89°16'04"W, a distance of 5143.73 feet (previously recorded as West) along the approximate centerline of said County Road Number 135 returning to the Point of Beginning and containing 29,018,048 square feet or 666.163 acres of land, more or less.

EXHIBIT B

Depiction of the Property



Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)

EXHIBIT C
Preliminary Project and Finance Plan

REINVESTMENT ZONE NUMBER SIXTEEN
CITY OF CELINA, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
(LAUNA RANCH)
(the "Preliminary Plan")

June 13, 2023

Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)

1. INTRODUCTION.

1.1 Authority and Purpose. The City of Celina, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is economically feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The City is considering the creation of a tax increment reinvestment zone to be known as "*Reinvestment Zone Number Sixteen, City of Celina, Texas*" (the "Zone") that includes approximately 666.163 acres (the "Property"). The Property is governed by that certain Development Agreement between the City and Huffines Ranch, LLC, a Texas limited liability company (the "Developer") entered into on January 11, 2022 and recorded in the Collin County Public Records as Document Number 20220125000132100 (as amended, the "Development Agreement"). The Development Agreement includes the City's consent to the creation of the LaUna Ranch Municipal Utility District encompassing the Property (the "District"). The purpose of the Zone is to facilitate such development by financing the costs of public works, public improvements, programs, economic development grants, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Eligibility. The Property meets the eligibility requirements of the Act. The Property is primarily open, undeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics, development of the Property will not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base in the Zone. If the Project Costs (as defined in Section 8) are paid to the Developer as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

1.4 Preliminary Plan; Hearing. Before the City adopts an ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the proposed zone, the boundaries of the proposed zone, or the concept of tax increment financing, and at which hearing the owners of the Property are given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this preliminary plan (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, economic development grants, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, economic development grants, and

projects will be undertaken and financed will be determined by the final project and finance plan (the "Final Plan") and by an agreement authorized by Section 311.010(h) of the Act between the City and the Developer (the "TIRZ Agreement"), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council shall consider an ordinance in accordance with the Act creating the Zone after the City Council finds that development of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and that the Zone meets the eligibility requirements of the Act. The ordinance creating the Zone will appoint a Board of Directors for the Zone consisting of seven members (the "Board").

1.6 Board Recommendations. After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council, pursuant to which the City will contribute a portion of its City Tax Increment (as defined in Section 14 of this Preliminary Plan) attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund").

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, will consider approval of the Final Plan and the TIRZ Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is currently located in the City's corporate limits. The Property is undeveloped and currently used for agricultural purposes and as a ranch, and there is no public infrastructure to support development. Development will require extensive public infrastructure that will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed zone are shown on Exhibit A.

2.2 Proposed Uses. The proposed use of the Property is single family and multifamily residential, as contemplated in the Development Agreement and depicted on the concept plan on Exhibit B.

2.3 Metes and Bounds Description. The metes and bounds description of the Property is provided on Exhibit C.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. The only changes to the City's ordinances, plans, codes rules and regulations are those changes established by the Development Agreement.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on Exhibit D, and such costs are estimated to be approximately \$619,016,000.

6. PROPOSED PUBLIC IMPROVEMENTS. Development of the Zone will include all public improvements required for full development of the Property, including water, sewer, drainage, roadway, trail, fencing, and other public improvements as contemplated by the Development Agreement, which

improvements are to be reimbursed pursuant to the Final Plan and the TIRZ Agreement whether such costs are TIRZ "project costs" pursuant to the TIRZ Act or are otherwise authorized by the TIRZ Act as a grant pursuant to Texas Local Government Code Chapter 380, provided, however, the Developer shall not be reimbursed twice for the same Public Improvement, once from the District and once from the TIRZ. For the avoidance of doubt, pledging TIRZ funds to District debt does not result in the Developer being paid twice. For example, in this instance, the TIRZ funds pay the District once and the District pays the Developer once. The estimated locations of the proposed Public Improvements are depicted on Exhibit E. These locations are provided for informational purposes only and may be revised from time to time without amending this Preliminary Plan or the Final Plan.

7. ECONOMIC DEVELOPMENT PROGRAM. The City Council has determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of an economic development program authorized by Section 311.010(h) of the Act, Chapter 380 of the Texas Local Government Code, and Article III, Section 52-a, Texas Constitution, as amended (the "Economic Development Provision"), which allows the Board, subject to the approval of the City Council, to establish and provide for the administration of one or more programs necessary or convenient to implement and achieve the purposes of the Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and the City, and may include programs to make grants of any lawfully available money from the TIRZ Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone (the "Economic Development Program"). The Economic Development Program established in this Section is authorized by the Economic Development Provision.

8. ESTIMATED PROJECT COSTS. The "Project Costs" for the Zone are defined as the actual Administrative Costs (hereinafter defined), the actual costs of Public Improvements to be reimbursed to the Developer as "project costs" as defined by Section 311.002(1) of the Act or, if such costs are not defined by Section 311.002(1) of the Act as "project costs," then as grants from the TIRZ Fund pursuant to, and only to the extent authorized by, Chapter 380 of the Texas Local Government Code and the Board's authority pursuant to Section 311.010(h) of the Act, including all reasonable and customary soft costs related thereto. The total project costs for the Zone are estimated to be \$76,579,531 as set forth on Exhibit F as well as the actual, direct reasonable costs paid or incurred by or on behalf of the City to administer the TIRZ consisting of the imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of the Final Plan and the actual costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City directly related to the development of the Property (the "Administrative Costs"). The Project Costs estimated to be \$76,579,531 and described on Exhibit F are considered estimates and do not act as a limitation on the described items, and actual amounts may vary materially from estimates in this Preliminary Plan.

9. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on Exhibit F. The time intervals set forth on Exhibit F are estimates and are subject to change without amending this Preliminary Plan or the Final Plan.

10. ECONOMIC FEASIBILITY. Economic feasibility has been evaluated over the term of the Zone, in part based on the "Feasibility Study" set forth on Exhibit H, which focuses on only direct financial benefits (i.e., ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$773,770,000 in total new real property tax revenue for the participating taxing entities.

11. CITY TIRZ CONTRIBUTION. During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount equal to twenty cents per \$100 of the Captured Appraised Value as defined in Section 14 (the "City TIRZ Contribution"), which equates to approximately 31 percent of the current City tax rate, unless the City modifies or revokes any of the District Consents as defined in the Development Agreement (the "District Consents"). Notwithstanding anything to the contrary in this Preliminary Plan, if the City modifies or revokes any of the District Consents, the City's TIRZ Contribution shall automatically be increased and defined to mean an amount equal to one hundred percent (100%) of the City Tax Increment (as defined in Section 14) for the remaining term of the Zone. Provided the City does not modify or revoke any of the District Consents, (a) the City TIRZ Contribution over the life of the Zone is estimated at \$75,338,663, which will be deposited into the TIRZ Fund to pay for the Project Costs; and (b) the remaining new real property tax revenue over that period, estimated at \$163,770,809 shall be retained by the City in its general fund, in addition to existing ad valorem tax revenues generated from the Tax Increment Base (defined below). One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities, unless the taxing entity participates in the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated. The estimated City TIRZ Contribution over the life of the Zone stated in this section is an estimate and does not act as a limitation.

12. ESTIMATED BONDED INDEBTEDNESS. The City does not contemplate any tax increment reinvestment zone bonds or public indebtedness to be issued by the City secured by the tax increment pursuant to the Act. The City TIRZ Contribution may be pledged to the repayment of debt issued by the District.

13. TAX INCREMENT BASE. The tax increment base of the Property is the total municipal taxable value of the Property for the year in which the Zone was designated. The current total appraised value of real property taxable by the City in the Zone is zero, which represents the "Tax Increment Base."

14. ESTIMATED CAPTURED APPRAISED VALUE. The captured appraised value of the Property taxable by the City for a year is the total taxable value of all of the Property by the City for that year less the Tax Increment Base (the "Captured Appraised Value"). The amount of the city tax increment in the Zone for a year is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value less the Tax Increment Base of the Property (the "City Tax Increment"). It is estimated that upon expiration of the term of the Zone, the total captured appraised value of taxable real property in the Zone will be \$1,369,963,415 in 2023 dollars.

15. METHOD OF FINANCING. The Final Plan shall obligate the City to deposit the City Tax Increment into the TIRZ Fund beginning in 2024. Deposits into the TIRZ Fund shall be used to pay the following costs in the following order of priority: (1) first, to pay Administrative Costs; (2) second, to reimburse the Developer for Project Costs; and (3) third, to pay other TIRZ costs as determined by the City only after the Developer has been paid in full pursuant to the terms of the Development Agreement and the TIRZ Agreement.

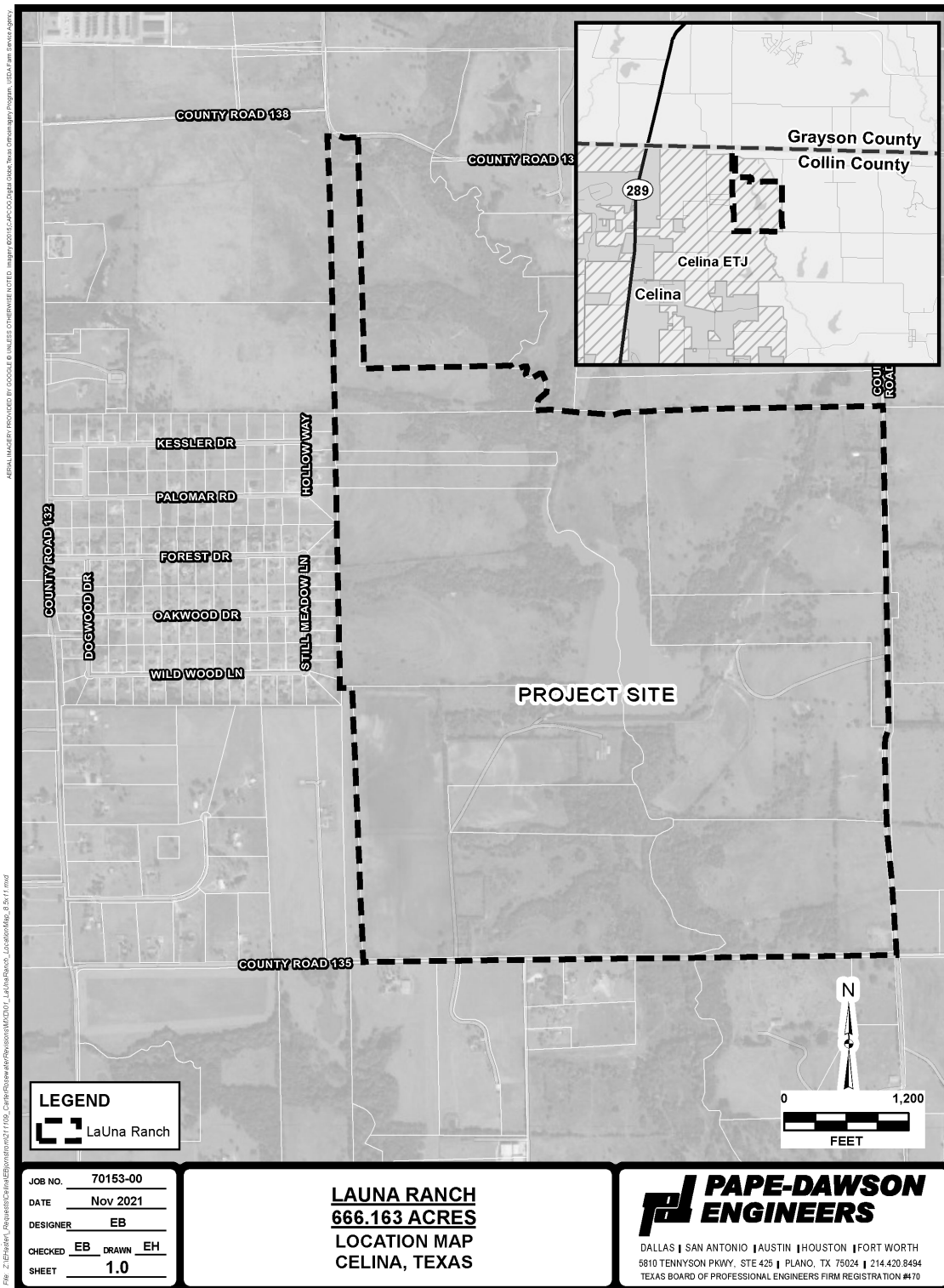
16. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall commence upon the passage and approval of the ordinance creating the Zone and shall continue in effect until the earlier of the Designated Termination Date or the date on which all project costs in the Final Plan, tax increment bonds and interest on those bonds, and other TIRZ obligations have been paid in full. For purposes of this section, the Designated Termination Date means the last of the following dates to occur: (a) 35 years after the date the last final plat for a portion of the Property is recorded; or (b) the date the last series of District bonds required to fund full development of the Property is paid, or if no District bonds are issued, the date that the developer is reimbursed for all amounts required to fund full development of the Property that would be eligible for reimbursement if the District had issued bonds.

For purposes of this section, TIRZ obligations include all obligations under the TIRZ Agreement, including payment of all developer reimbursements required by the TIRZ Agreement.

17. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

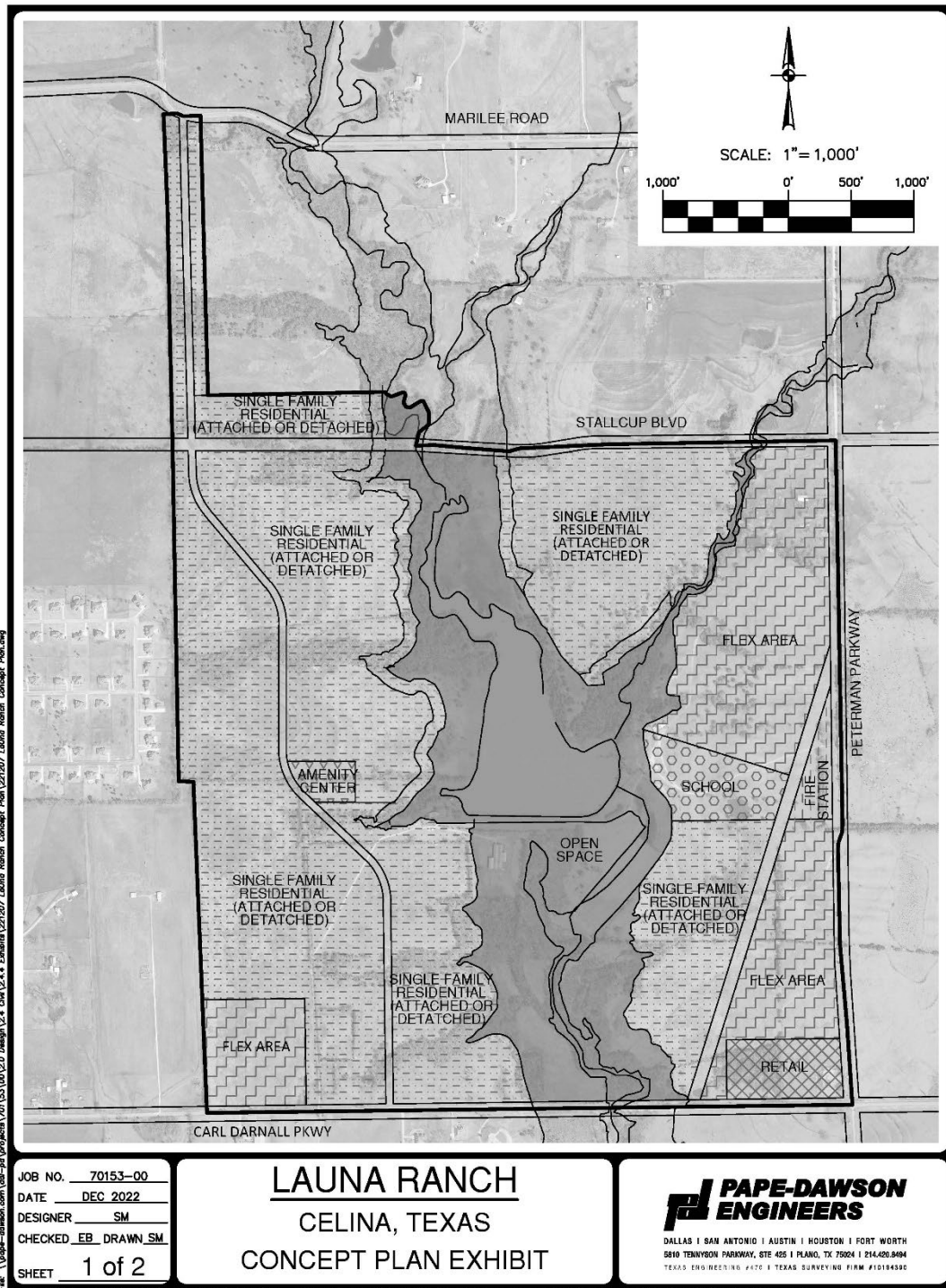
Exhibit A	Map of the Zone
Exhibit B	Concept Plan
Exhibit C	Legal Description of the Zone
Exhibit D	Non-Project Costs
Exhibit E	Public Improvements
Exhibit F	Estimated Project Costs and Time When Costs are to be Incurred
Exhibit G	Feasibility Study

Exhibit A
Map of the Property and Zone



Attachment: Draft Ordinance (Huffines - LaUna (Carter) - TIRZ Creation)

Exhibit B Concept Plan



Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)

Exhibit C
Legal Description of the Zone
Approximately 666.163 acres

BEING a tract of land situated in the Edwin Rightman Survey, Abstract Number 750 and the John H. Wilson Survey, Abstract Number 964, Collin County, Texas and being all of those certain 9 Parcels described in deed to Thomas J. Carter, Jr. and Nancy O'B. Carter Family Limited Partnership, as recorded in County Clerk's Filing Number 20150827001083840, Official Public Records, Collin County, Texas, said Parcels being described in County Clerk's Filing Numbers 20020307000345140 (562.084 acres), 20021022001532840 (34.405 acres), and 20021022001532850 (63.938 acres) as recorded in the Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap found at the southwest corner of said called 562.084 acre tract, said iron being in the approximate centerline of County Road No. 135 (an existing fenced Right-of-Way) and also being the southeast corner of that certain called 50.668 acre tract of land described by deed to Timothy Earl Berry as recorded in Volume 1831, Page 176, Official Public Records, Collin County, Texas;

THENCE N 02°20'58"W, a distance of 2642.22 feet (previously recorded as N 01°4'34"W, 2642.22 feet) along the common line of the west line of said called 562.084 acre tract and the east line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set, from which a 1/2 inch iron rod found bears S 81°12'23"W, 2.74 feet;

THENCE N 88°39'27"W, a distance of 116.59 feet (previously recorded as N 87°52'07"W, 116.59 feet) along the north line of said called 50.668 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the east line of Block A, Wild Wood Estates, as recorded in County Clerk's Filing Number 20150120000062590, Official Public Records, Collin County, Texas;

THENCE N 01°06'19"W, a distance of 1577.08 feet (previously recorded as N 01°12'37"W, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Wild Wood Estate to a 1/2 inch iron rod found, being the northeast corner of said Wild Wood Estates and the southeast corner of Highland Crossing, as recorded in County Clerk's Filing Number 20190418010001810 (Volume 2019, Page 300), Official Public Records, Collin County, Texas;

THENCE N 01°01'42"W, a distance of 1062.81 feet (previously recorded as N 01°07'00"E, 1062.81 feet, by plat) along the common line of the west line of said called 562.084 acre tract and the east line of said Highland Crossing to a 5/8 inch iron rod found, being the northeast corner of said Highland Crossing and the southeast corner of that certain called 63.9 acre tract of land described by deed to magnum Estates LLC, as recorded in County Clerk's Filing Number 20170605000723310, Official Public Records, Collins County, Texas, and also being the southwest corner of the aforementioned called 34.405 acre tract;

THENCE N 01°18'28"W, a distance of 1070.57 feet (previously recorded as N 00°34'20"W, 1071.06 feet) along the common line of the west line of said called 34.405 acre tract and the east line of said called 63.9 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found, being an angle point in the west line of said called 34.405 acre tract and being the northeast corner of said called 63.9 acre tract and the southeast corner of that certain called 104.812 acre tract of land described by deed to Celina CR 138, LP, as recorded in County Clerk's Filing Number 20090105000003450, Official Public Records, Collin County, Texas;

THENCE N 01°08'25"W, a distance of 869.34 feet (previously Recorded as N 00°24'16"W, 869.50 feet) along the common line of the west line of said called 34.405 tract and the east line of said called 104.812 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found at an angle point in said common line;

THENCE N 02°23'11"W, a distance of 740.72 feet (previously recorded as N 01°39'30"W, 740.88 feet) continuing along said common line to a 1/2 inch iron rod with cap found, being the northwest corner of said called 34.405 acre tract;

THENCE N 86°50'18"E, a distance of 109.10 feet (previously recorded as N 87°34'26"E, 109.10 feet) along the north line of said called 34.405 acre tract to a Mag Nail set in the approximate centerline of County Road 138 (an existing fenced Right-of-Way);

THENCE S 66°27'15"E, a distance of 56.17 feet (previously recorded as S 65°43'07"E, 56.17 feet) continuing along said north line and with said County Road 138 to a Mag Nail set;

THENCE N 87°29'51"E, a distance of 134.38 feet (previously recorded as N 88°12'19"E, 134.87 feet) continuing along said north line and with said County Road 138 to P.K. Nail found, being the northeast corner of said called 34.405 acre tract and the northwest corner of that certain called 65.553 acre tract of land described in deed to Mesquoakee Rand, LLC, as recorded in County Clerk's Filing Number 20160106000409780, Official Public Records, Collin County, Texas;

THENCE S 01°32'47"E, a distance of 2230.40 feet (previously recorded as S 00°48'40"E, 2231.18 feet) along the common line of the east line of said called 34.405 acre tract and the west line of said called 65.553 acre tract to a 1/2 inch iron rod found at an "L" corner in said common line;

THENCE N 88°54'39"E, continuing along said common line, at 1298.13 feet pass a 5/8 inch iron rod with cap stamped "Peloton" found, in all a total distance of 1413.46 feet (previously recorded as N 89°38'10"E, 1413.44 feet) to a point in the approximate centerline of Honey Creek, being the northeast corner of said called 34.405 acre tract and the southeast corner of said called 65.553 acre tract, also being in the westerly line of that certain called 53.98 acre tract of land described by deed to Mesquoakee Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THE following courses and distances along the approximate centerline of said Honey Creek, the east line of said called 34.405 acre tract and the west line of said called 53.98 acre tract:

S 28°29'15"E, a distance of 22.49 feet to a point (previously recorded as S 27°10'42"E, 21.87 feet);

S 64°28'57"E, a distance of 42.27 feet to a point (previously recorded as S 63°44'49"E, 42.27 feet);

N 69°11'19"E, a distance of 85.97 feet to a point (previously recorded as N 69°55'27"E, 85.97 feet);

N 89°15'52"E, a distance of 23.40 feet to a point (previously recorded as EAST, 23.40 feet);

S 24°27'51"E, a distance of 20.94 feet to a point (previously recorded as S 23°43'43"E, 20.94 feet);

S 15°38'44"W, a distance of 59.70 feet to a point (previously recorded as S 16°22'52"W, 59.70 feet);

S 26°06'33"E, a distance of 39.32 feet to a point (previously recorded as S 25°22'25"E, 39.32 feet);

S 81°46'26"E, a distance of 36.01 feet to a point (previously recorded as S 81°02'18"E, 36.01 feet);

N 58°28'28"E, a distance of 95.25 feet to a point (previously recorded as N 59°18'36"E, 95.25 feet);

N 89°15'52"E, a distance of 22.92 feet to a point (previously recorded as EAST, 22.92 feet);

S 26°43'09"E, a distance of 98.28 feet to a point (previously recorded as S 25°59'01"E, 98.28 feet);

S 00°08'35"W, a distance of 98.08 feet to a point (previously recorded as S 00°08'35"W, 98.08 feet);

S 51°21'56"W, a distance of 98.25 feet to a point (previously recorded as S 51°21'56"W, 98.25 feet);

S 14°06'19"W, a distance of 110.82 feet to a point, (previously recorded as S 14°39'33"W, 111.76 feet) being in the north property line of the aforementioned called 562.084 acre tract and being the southwest corner of said called 53.98 acre tract;

THENCE N 88°00'00"E, a distance of 147.64 feet (previously recorded as N 88°43'58"E, 147.64 feet) along the north line of said called 562.084 acre tract to a point near the centerline of a secondary creek branch;

THENCE S 84°28'20"E, a distance of 228.93 feet (previously recorded as S 84°00'51"E, 229.51 feet) continuing along said north line to a 1/2 inch iron rod found, being the southwest corner of that certain called 22.63 acre tract of land described by deed to Mesquaque Ranch, LLC, as recorded in County Clerk's Filing Number 20160321000332960, Official Public Records, Collin County, Texas;

THENCE S 85°37'14"E, a distance of 370.57 feet (previously recorded as S 84°50'41"E, 369.68 feet) departing the south line of said called 23.63 acre tract and continuing along said north line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE N 73°42'57"E, a distance of 85.20 feet (previously recorded as N 74°25'50"E, 85.80 feet) continuing along said north line to a 1/2 inch iron rod found;

THENCE N 87°45'14"E, a distance of 221.96 feet (previously recorded as N 88°33'50"E, 221.20 feet) continuing along said north line to a 5/8 inch iron rod with cap stamped "Peloton" found in the south line of the aforementioned called 23.63 acre tract;

THENCE N 87°20'06"E, a distance of 499.80 feet (previously recorded as N 88°06'02"E, 500.00 feet) along the common line of the north line of said called 562.084 acre tract and the south line of said called 23.63 acre tract to a 1/2 inch iron rod with cap stamped "RPLS 3963" found;

THENCE N 89°00'09"E, a distance of 1799.78 feet (previously recorded as N 89°44'02"E, 1800.00 feet) continuing along said common line to a point from which a P. K. Nail found in the approximate centerline of County Road Number 136 (an existing fenced Right-of-Way) bears N 79°51'55"E, 4.63 feet;

THENCE S 01°00'52"E, a distance of 3061.97 feet (previously recorded as S 00°17'43"E, 3061.97 feet) along the east line of said called 562.084 acre tract and said County Road Number 136 centerline to a 60D Nail found;

THENCE S 03°38'36"W, a distance of 61.47 feet (previously recorded as S 19°41'44"W, 85.29 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 18°51'11"W, a distance of 85.11 feet (previously recorded as S 05°53'36"W, 62.08 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 06°26'53"W, a distance of 50.97 feet (previously recorded as S 07°14'16"W, 50.97 feet) continuing along said east line and said centerline to a P. K. Nail found;

THENCE S 01°13'17"E, a distance of 770.87 feet (previously recorded as S 00°32'56"W, 770.86 feet) continuing along said east line and said centerline to a P. K. Nail found, being the most northerly southeast corner of said called 562.084 acre tract and the northeast corner of the aforementioned 63.938 acre tract;

THENCE S 05°02'43"E, a distance of 648.67 feet (previously recorded as S 04°24'19"E, 648.96 feet) along the east line of said called 63.938 acre tract and continuing along said centerline to a 1/2 inch iron rod found;

THENCE S 03°50'11"E, a distance of 626.47 feet (previously recorded as S 03°07'17"E, 626.14 feet) continuing along said east line and said centerline to a 1/2 inch iron rod with yellow cap found, being the southeast corner of said called 63.938 acre tract and being at the approximate centerline intersection of County Road Number 135 and 136;

THENCE S 89°16'04"W, a distance of 5143.73 feet (previously recorded as West) along the approximate centerline of said County Road Number 135 returning to the Point of Beginning and containing 29,018,048 square feet or 666.163 acres of land, more or less.

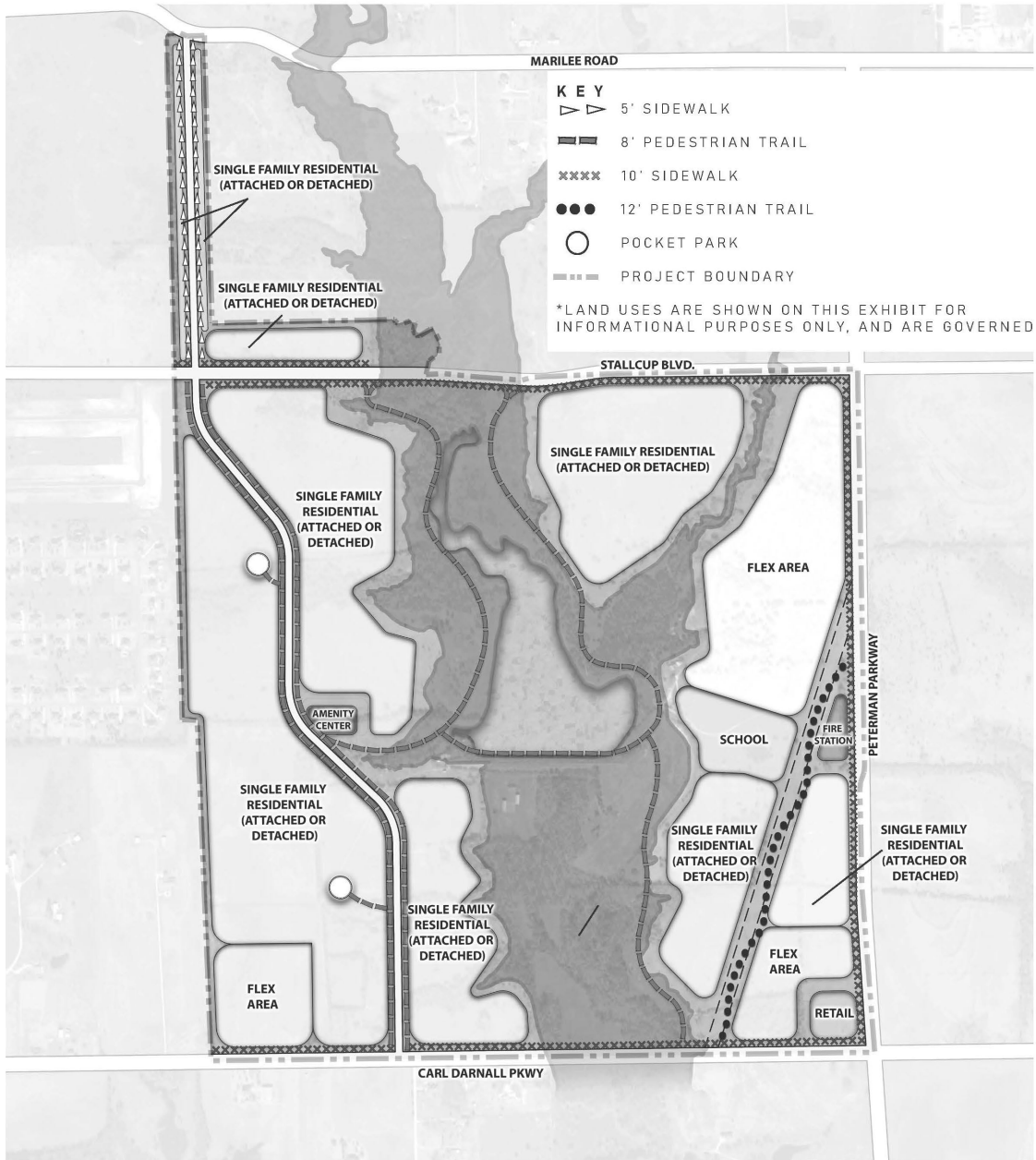
Exhibit D
Non-Project Costs

NON-PROJECT COSTS

LaUna Ranch TIRZ						
Land Use	Units	Lot Value ^(a)		Buildout Value ^(a)		Estimated Non-Project Costs
		Per Unit	Total	Per Unit	Total	
40' x 110' Lot	1154	\$ 69,000	\$ 79,626,000	\$ 345,000	\$ 398,130,000	\$ 318,504,000
50' x 100' Lot	65	72,000	4,680,000	360,000	23,400,000	18,720,000
50' x 110' Lot	952	74,000	70,448,000	370,000	352,240,000	281,792,000
Total	2171		\$154,754,000		\$773,770,000	\$619,016,000

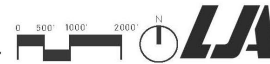
(a) Based on data provided by the Developer.

Exhibit E Public Improvements

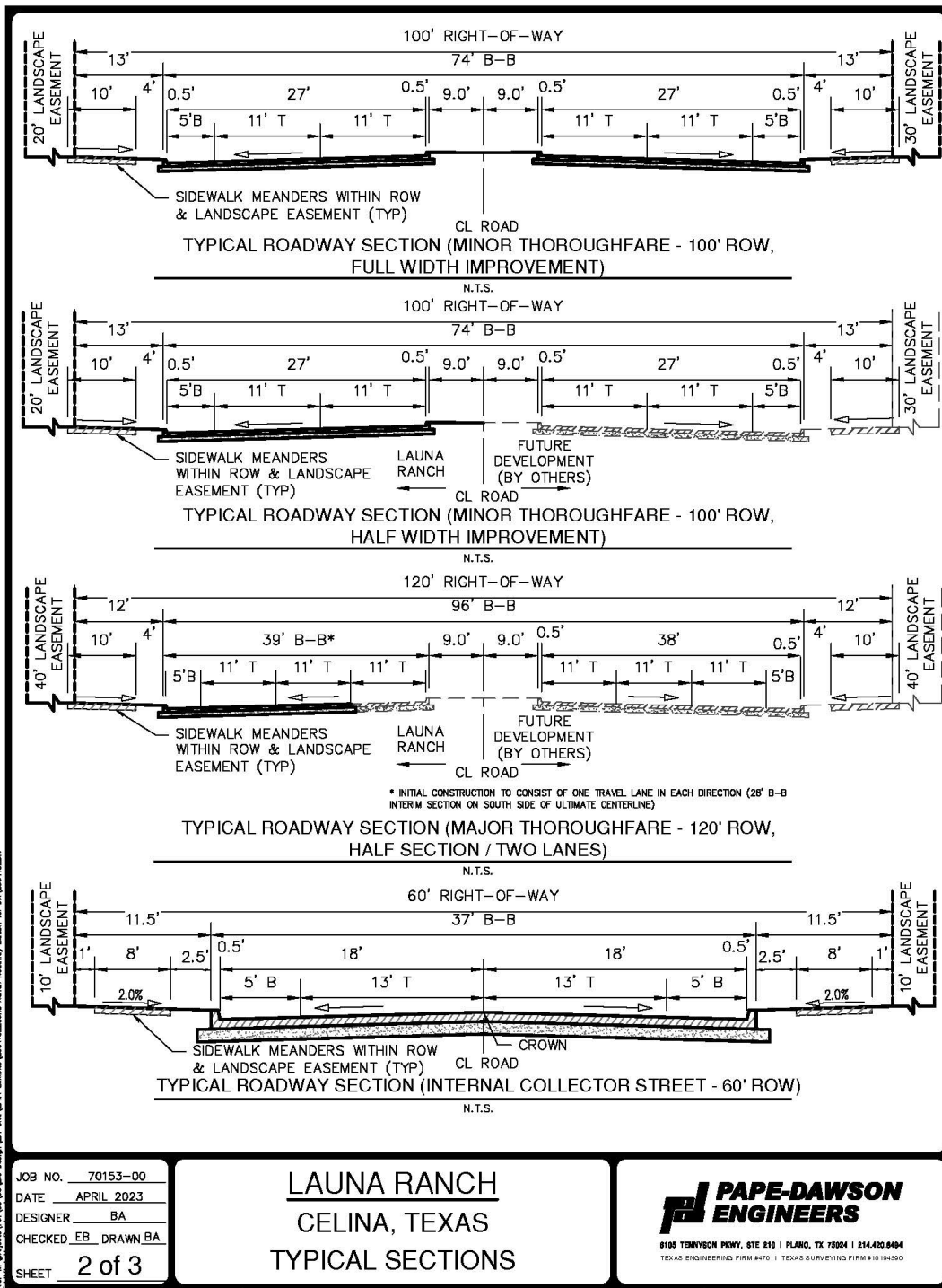


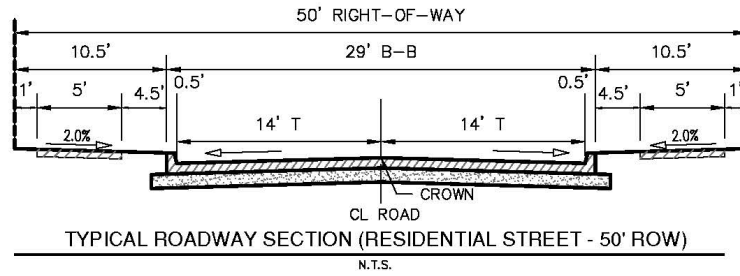
TRAIL LAYOUT PLAN
LAUNA RANCH | APRIL 2023

PLAN VIEW
SCALE: 1"=1000'



Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)





Rev. April 13, 2023, 1:47 PM - User: BA - @huffines
 Drawn by: BA - @huffines
 Checked by: BA - @huffines
 Designated by: BA - @huffines
 Project: 70153-00 - Launa Ranch Roadway Exhibit for 04/20/23, 1:47 PM

JOB NO. 70153-00
 DATE APRIL 2023
 DESIGNER BA
 CHECKED EB DRAWN BA
 SHEET 3 of 3

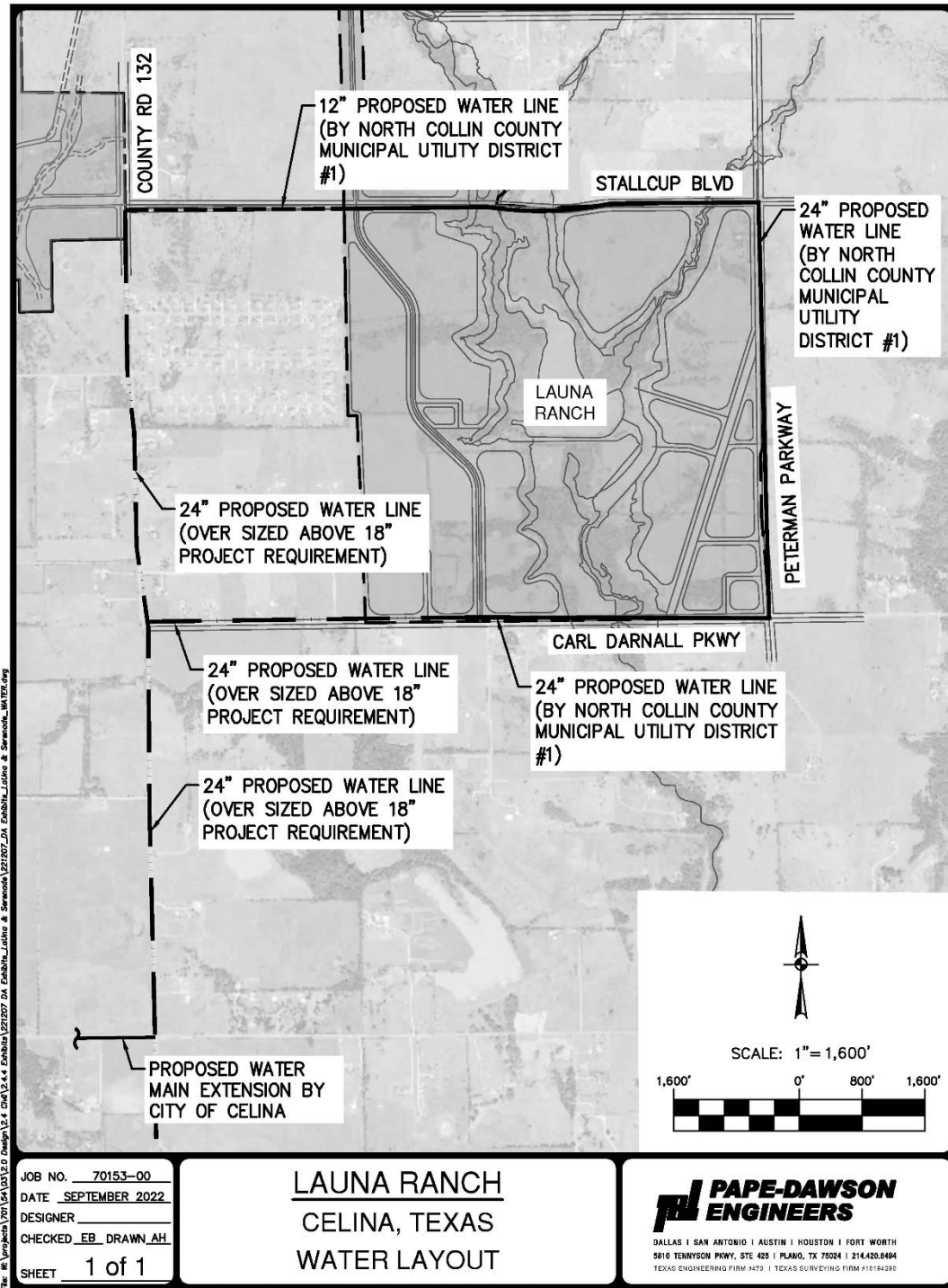
LAUNA RANCH
 CELINA, TEXAS
 TYPICAL SECTIONS

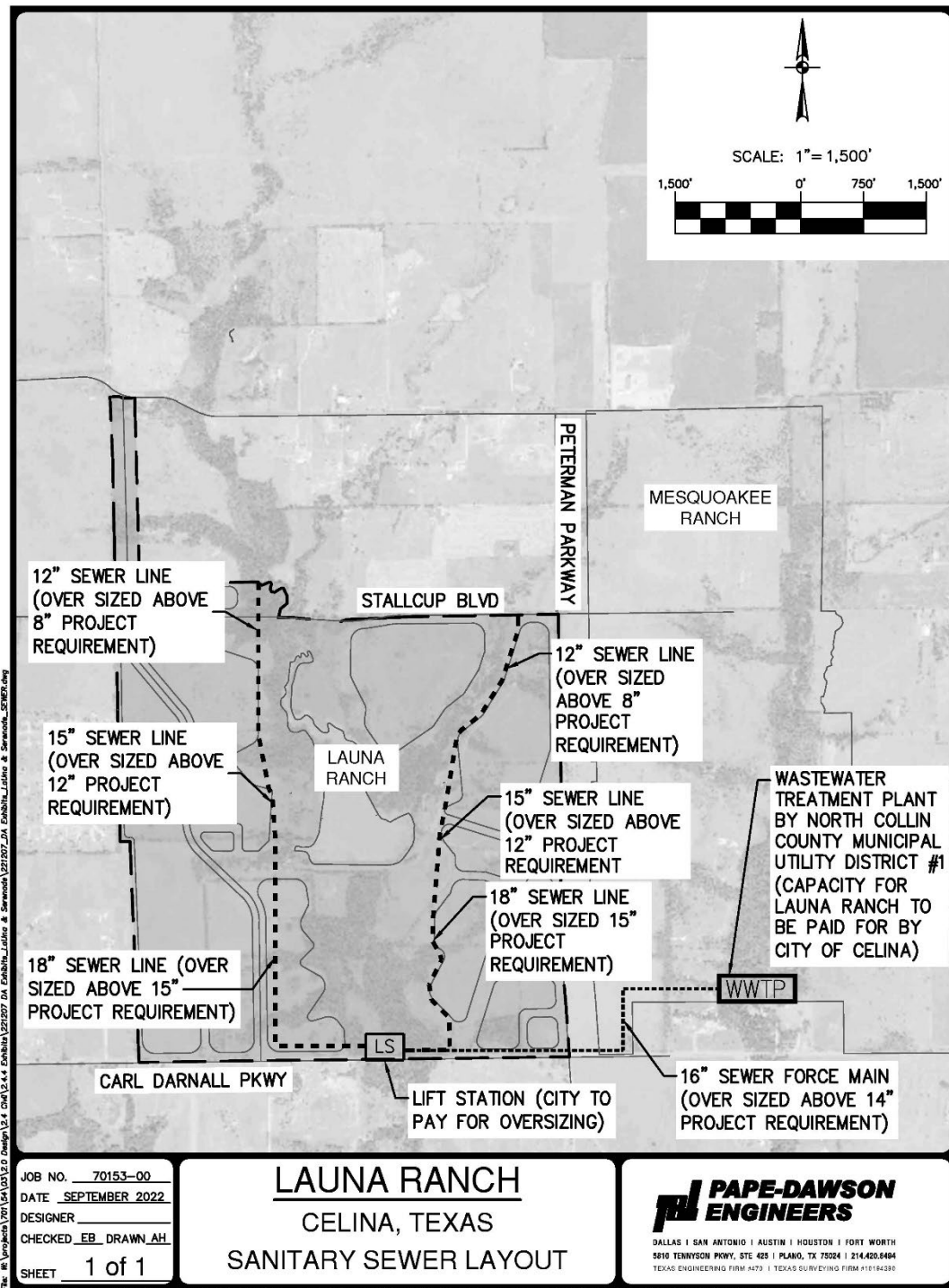
**PAPE-DAWSON
 ENGINEERS**

8105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8404
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10154300

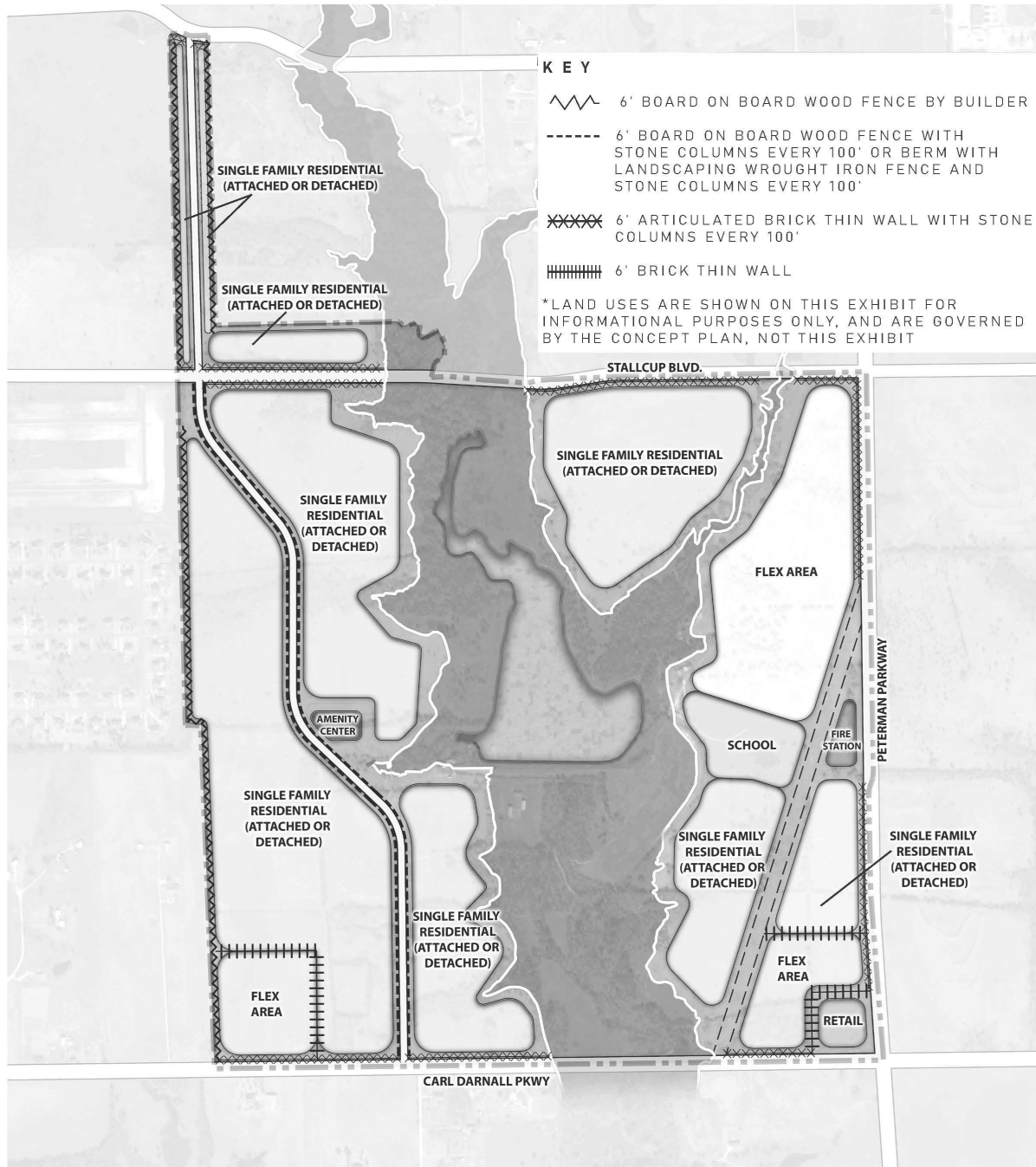
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD-COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment: Draft Ordinance (Huffines - LaUna (Carter) - TIRZ Creation)





Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)



Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)

FENCING PLAN

LAUNA RANCH | APRIL 2023

PLAN VIEW
SCALE: 1"=1000'



Exhibit F
Estimated Project Costs and Timeline of Project Costs

PROJECT COSTS

LaUna Ranch Project Costs	
Public Improvements	
Roads	\$ 24,703,225
Water/Sewer	26,495,963
Storm Sewer/Drainage	15,018,932
Trail / Fencing	2,156,461
Soft Costs	8,204,950
Public Improvement Costs	\$ 76,579,531
Administrative Costs	470,000
Total Project Costs	\$ 77,049,531

ESTIMATED TIMELINE OF PROJECT COSTS

LaUna Ranch TIRZ		
Calendar Year ^(a)	Total Project Costs ^(b)	
	Annual	Cumulative
2023	\$ -	\$ -
2024 - 2034	-	-
2035	7,657,953	7,657,953
2036	-	7,657,953
2037	7,657,953	15,315,906
2038	-	15,315,906
2039	7,657,953	22,973,859
2040	-	22,973,859
2041	7,657,953	30,631,812
2042	-	30,631,812
2043	7,657,953	38,289,765
2044	-	38,289,765
2045	7,657,953	45,947,718
2046	-	45,947,718
2047	7,657,953	53,605,671
2048	-	53,605,671
2049	7,657,953	61,263,624
2050	-	61,263,624
2051	7,657,953	68,921,577
2052	-	68,921,577
2053	7,657,954	76,579,531
2054	-	76,579,531
2055	-	76,579,531
	\$ 76,579,531	

(a) Timeline shown for illustrative purposes only and is subject to change.

(b) Does not include Administrative Costs which shall be incurred annually for the duration of the Zone.

Exhibit G
Feasibility Study

FEASIBILITY STUDY LaUna Ranch TIRZ										
Zone	Calendar Year	Growth / Year	Added Development Value	New Taxable Value	Incremental Value	City TIRZ Increment			City Retained Revenue	
	Year		Value	Value	Value	Amt	Annual	Cumulative	Annual	Cumulative
Base	2023									
1-11	2024-'34	0%								
12	2035	2%								
13	2036	2%	\$ 36,846,190	\$ 36,846,190	\$ 36,846,190	\$ 0.20	\$ 73,692	\$ 73,692	\$ 160,192	\$ 160,192
14	2037	2%	36,846,190	74,429,304	74,429,304	0.20	148,859	222,551	323,588	483,780
15	2038	2%	36,846,190	112,764,080	112,764,080	0.20	225,528	448,079	490,252	974,032
16	2039	2%	36,846,190	151,865,551	151,865,551	0.20	303,731	751,810	660,249	1,634,281
17	2040	2%	36,846,190	191,749,053	191,749,053	0.20	383,498	1,135,308	833,646	2,467,928
18	2041	2%	36,846,190	232,430,224	232,430,224	0.20	464,860	1,600,169	1,010,511	3,478,439
19	2042	2%	36,846,190	273,925,018	273,925,018	0.20	547,850	2,148,019	1,190,914	4,669,353
20	2043	0%	36,846,190	310,771,208	310,771,208	0.20	621,542	2,769,561	1,351,106	6,020,458
21	2044	0%	36,846,190	347,617,398	347,617,398	0.20	695,235	3,464,796	1,511,298	7,531,756
22	2045	2%	36,846,190	391,415,936	391,415,936	0.20	782,832	4,247,628	1,701,716	9,233,472
23	2046	2%	36,846,190	436,090,445	436,090,445	0.20	872,181	5,119,809	1,895,942	11,129,415
24	2047	2%	36,846,190	481,658,444	481,658,444	0.20	963,317	6,083,126	2,094,053	13,223,468
25	2048	2%	36,846,190	528,137,802	528,137,802	0.20	1,056,276	7,139,401	2,296,127	15,519,595
26	2049	2%	36,846,190	575,546,749	575,546,749	0.20	1,151,093	8,290,495	2,502,241	18,021,836
27	2050	2%	36,846,190	623,903,873	623,903,873	0.20	1,247,808	9,538,303	2,712,478	20,734,314
28	2051	2%	36,846,190	673,228,141	673,228,141	0.20	1,346,456	10,884,759	2,926,920	23,661,234
29	2052	2%	36,846,190	723,538,894	723,538,894	0.20	1,447,078	12,331,837	3,145,650	26,806,885
30	2053	0%	36,846,190	760,385,084	760,385,084	0.20	1,520,770	13,852,607	3,305,843	30,112,727
31	2054	0%	36,846,190	797,231,274	797,231,274	0.20	1,594,463	15,447,069	3,466,035	33,578,762
32	2055	2%	36,846,190	850,022,089	850,022,089	0.20	1,700,044	17,147,114	3,695,548	37,274,310
33	2056	2%	36,846,200	903,868,731	903,868,731	0.20	1,807,737	18,954,851	3,929,651	41,203,960
34	2057	2%	-	921,946,106	921,946,106	0.20	1,843,892	20,798,743	4,008,244	45,212,204
35	2058	2%	-	940,385,028	940,385,028	0.20	1,880,770	22,679,513	4,088,409	49,300,612
36	2059	2%	-	959,192,728	959,192,728	0.20	1,918,385	24,597,899	4,170,177	53,470,789
37	2060	2%	-	978,376,583	978,376,583	0.20	1,956,753	26,554,652	4,253,580	57,724,369
38	2061	2%	-	997,944,115	997,944,115	0.20	1,995,888	28,550,540	4,338,652	62,063,021
39	2062	2%	-	1,017,902,997	1,017,902,997	0.20	2,035,806	30,586,346	4,425,425	66,488,446
40	2063	0%	-	1,017,902,997	1,017,902,997	0.20	2,035,806	32,622,152	4,425,425	70,913,871
41	2064	0%	-	1,017,902,997	1,017,902,997	0.20	2,035,806	34,657,958	4,425,425	75,339,296
42	2065	2%	-	1,038,261,057	1,038,261,057	0.20	2,076,522	36,734,480	4,513,933	79,853,229
43	2066	2%	-	1,059,026,278	1,059,026,278	0.20	2,118,053	38,852,533	4,604,212	84,457,441
44	2067	2%	-	1,080,206,803	1,080,206,803	0.20	2,160,414	41,012,946	4,696,296	89,153,738
45	2068	2%	-	1,101,810,940	1,101,810,940	0.20	2,203,622	43,216,568	4,790,222	93,943,960
46	2069	2%	-	1,123,847,158	1,123,847,158	0.20	2,247,694	45,464,263	4,886,027	98,829,987
47	2070	2%	-	1,146,324,102	1,146,324,102	0.20	2,292,648	47,756,911	4,983,747	103,813,734
48	2071	2%	-	1,169,250,584	1,169,250,584	0.20	2,338,501	50,095,412	5,083,422	108,897,156
49	2072	2%	-	1,192,635,595	1,192,635,595	0.20	2,385,271	52,480,683	5,185,091	114,082,247
50	2073	0%	-	1,192,635,595	1,192,635,595	0.20	2,385,271	54,865,954	5,185,091	119,267,337
51	2074	0%	-	1,192,635,595	1,192,635,595	0.20	2,385,271	52,480,683	5,185,091	114,082,247
52	2075	2%	-	1,216,488,307	1,216,488,307	0.20	2,432,977	54,913,660	5,288,792	119,371,039
53	2076	2%	-	1,240,818,073	1,240,818,073	0.20	2,481,636	57,347,590	5,394,568	124,661,905
54	2077	2%	-	1,265,634,435	1,265,634,435	0.20	2,531,269	55,011,952	5,502,460	119,584,706
55	2078	2%	-	1,290,947,123	1,290,947,123	0.20	2,581,894	57,495,554	5,612,509	124,983,548
56	2079	2%	-	1,316,766,066	1,316,766,066	0.20	2,633,532	59,981,123	5,724,759	130,386,664
57	2080	2%	-	1,343,101,387	1,343,101,387	0.20	2,686,203	57,698,155	5,839,254	125,423,960
58	2081	2%	-	1,369,963,415	1,369,963,415	0.20	2,739,927	60,235,481	5,956,039	130,939,587
Total			\$ 773,770,000			\$ 75,338,663			\$ 163,770,809	
Assumptions										
Base Taxable Value			\$		-					
City AV Rate			\$		0.634759					

Attachment: Draft Ordinance (Huffines - LaUna (Carter) – TIRZ Creation)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Acceptance of City Manager Resignation

Action Requested:

Consider and act upon the acceptance the resignation of City Manager, Jason Laumer and separation agreement and/or the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, Jason Laumer. (Satarino)

Background Information:

City Manager, Jason Laumer, tendered his resignation to Mayor Tubbs and the City Council on May 26, 2023. Mr. Laumer served in this capacity since 2017.

Legal Review:

The Agreement has been reviewed by the City Attorney.

Staff Recommendation:

N/A



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Appointment of Interim City Manager

Action Requested:

Consider and act to appoint an Interim City Manager. (Satarino)

Background Information:

City Manager, Jason Laumer, tendered his resignation to Mayor Tubbs and the City Council on May 26, 2023. Mr. Laumer served in this capacity since 2017. This item calls for the designation of an Interim City Manager to fulfill the role on a temporary basis until the City Council appoints the subsequent City Manager.

Staff Recommendation:

N/A



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Appointment of Acting City Manager

Action Requested:

Consider and act to ratify the appointment of Karla Stovall as the Acting City Manager. (Satarino)

Background Information:

Mayor Tubbs announced on May 30, 2023, that Assistant City Manager, Karla Stovall, has been appointed as Acting City Manager.

Alternatives:

This item needs no action if Karla Stovall is appointed Interim City Manager.

Staff Recommendation:

N/A



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: City Manager Search Method

Action Requested:

Consider and act on a search method for a City Manager. (Satarino)

Background Information:

City Manager, Jason Laumer, tendered his resignation to Mayor Tubbs and the City Council on May 26, 2023. Mr. Laumer served in this capacity since 2017.

Staff Recommendation:

N/A



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren Vaughns, City Secretary
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Elect Mayor Pro Tem & Deputy Mayor Pro Tem

Action Requested:

Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Vaughns)

Background Information:

The City's Home Rule Charter provides for one of the City Councilmembers to be elected as Mayor Pro Tem and one to be elected as Deputy Mayor Pro Tem. These officers will perform the duties of the Mayor in the absence of the Mayor and/or Mayor Pro Tem, and shall be vested with all the powers and responsibilities belonging to the Mayor.

Staff Recommendation:

Elect Mayor Pro Tem & Deputy Mayor Pro Tem



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Dawn Berry, Purchasing Director
 CC: Kim Brawner, Assistant City Manager
 Date: June 13, 2023
 Re: RFQ 2023-043 CMAR Services for Old Celina Park Playground Improvements

Action Requested:

Consider and act to award RFQ 2023-043 for Construction Management Services (CMAR) to Dean Construction for the Old Celina Park Playground Improvements. (Glasgow)

Background Information:

On April 6, 2023, the City received responses to RFQ 2023-043 for a Construction Manager at Risk for the Old Celina Park Playground Improvements. The CMAR service includes preparing the site, removal of existing equipment, utilities; landscaping and irrigation; concrete sidewalks, play surface and concrete paving, rough and finish grading, topsoil and seeding; pavilions; stone or masonry exterior veneer, structural steel or cast in place concrete frame (columns and joists), miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; and mechanical, plumbing and electrical systems; lighting, water feature, and playground equipment acquisition and installation.

The bid invitation was advertised in the local paper and posted to the City's eProcurement system in which four hundred fifty-nine vendors were notified. Two No-Bids and six responses were received.

The submittals were reviewed by a committee. Procurement evaluated the financial aspects of the solicitation. The committee reviewed each firm's experience and qualifications of the proposed team. Upon completion of the evaluation, staff unanimously recommended Dean Construction.

Staff is requesting authorization to contract with Dean Construction for pre-construction services. Dean Construction will work with staff to manage and oversee the construction process for this project. Once the design is complete, staff will present the guaranteed maximum price (GMP) for Council consideration.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Scoring Summary
Agreement

Staff Recommendation:
Staff recommends approval.

Supplier Scoring Summary

2023-043 - CMAR Services - Old Celina Park Playground

Supplier	Rank	Score	Cost - Construction Services Fee	Financial Statements	Cost - Pre-construction Services	Experience with similar Construction	Experience with construction modification	Qualifications of Project Personnel	Reference/Projects
		100	5.00	10.00	5.00	30.00	30.00	10.00	10.00
Dean Construction	1	86.25	4.00	9.00	1.00	27.00	26.25	9.25	9.75
AUI Partners, LLC	2	80.00	4.00	8.00	4.00	21.50	26.25	8.00	8.25
Hill & Wilkinson General Contr	3	77.50	4.00	7.00	3.00	19.75	25.00	9.50	9.25
Crossland Construction Company	4	72.75	4.00	6.00	1.00	19.50	26.25	8.75	7.25
Tegrity Contractors	5	54.25	1.00	9.00	1.00	9.50	23.75	8.25	1.75
MDI Inc., General Contractors	6	53.25	4.00	10.00	3.00	6.25	20.00	8.75	1.25
		70.67	3.50	8.17	2.17	17.25	24.58	8.75	6.25

CITY OF CELINA
CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas**, a home rule municipality (Owner) and **Dean Construction** ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement is effective on June 13, 2023, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the **Old Celina Park Playground Improvements** ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
 - a. Contractor's Qualification Statement;
 - b. Advertisement for Bids;
 - c. Instruction to Bidders;
 - d. Bid form;
 - e. Contractor's Response to RFP 2023-043; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise

ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact:
Address:
Phone #:
Email:

2. Owner's Representative:

Andy Glasgow
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

_____ Project Executive providing a minimum of ____ % time commitment to the Project(s).

_____ Project Manager providing a minimum of ____ % time commitment to the Project(s).

_____ Project Superintendent providing a minimum of ____ % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES**

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

ARTICLE 10. MISCELLANEOUS**A. Choice of Law**

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor: _____

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as

part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

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

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS

CONTRACTOR.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date: _____

Date: _____



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Cross Creek Meadows MIA - Bond Ordinance

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (Cross Creek Meadows MIA – Bond Ordinance) (Pollard)

Background Information:

The pre-pricing Ordinance is attached. The Ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:

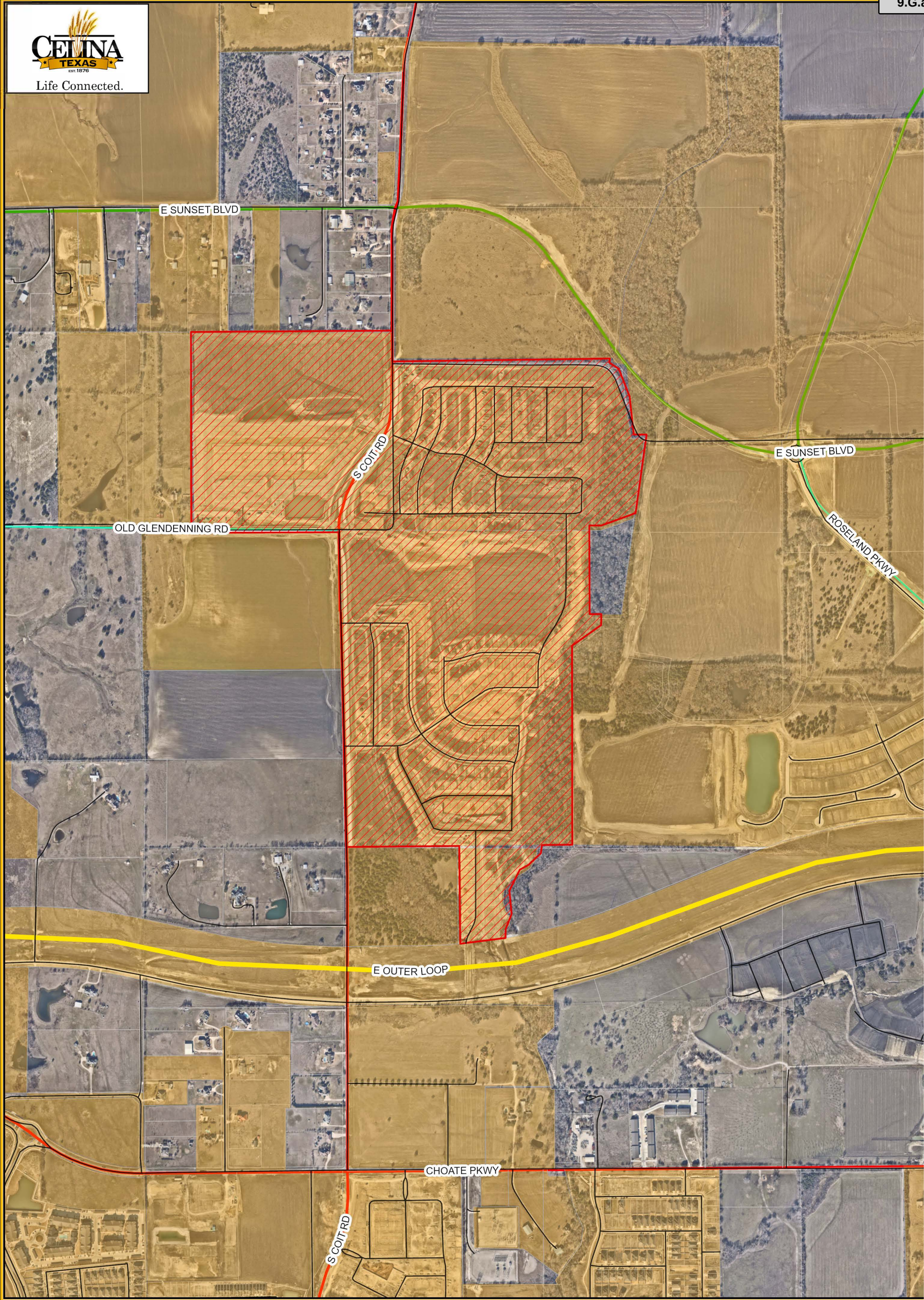
This item has been reviewed by the City Attorney.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Cross Creek Meadows MIA – Bond Ordinance)

Legend

Subject Property

City Limits

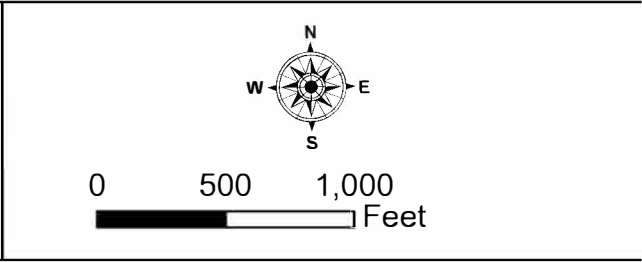
Roads

Parcels

Cross Creek Meadows

Location Map

City of Celina



ORDINANCE NO. 2023-__**AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.**

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Cross Creek Meadows Public Improvement District" (the "District"), pursuant to Resolution No. 2023-31R adopted by the City Council of the City (the "City Council") on April 11, 2023; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on July 13, 2023, regarding the levy of special assessments against benefitted property located within the Major Improvement Area of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-__ (the "Assessment Ordinance") on July 13, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Cross Creek Meadows Public Improvement District Service and Assessment Plan, dated July 13, 2023 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll that is attached to the Service and Assessment Plan as Appendix G; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Major Improvement Area Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms, and provisions

of a Construction, Funding, and Acquisition Agreement (defined below), and (vii) approve the form, terms, and provisions of the Landowner Agreements (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the aggregate principal amount of \$____,____ for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of July 1, 2023, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A**, which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc., (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or

amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project) Continuing Disclosure Agreement of Issuer" (the "Continuing Disclosure Agreement") between the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain "Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the City and Taylor Morrison of Texas, Inc. is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreements. Those certain (i) "Major Improvement Area SF Landowner Agreement" between the City and VPTM Cross Creek LB LLC and (ii) the "Major Improvement Area BTR Landowner Agreement" between the City and BTR at Cross Creek Meadows LLC (collectively, the "Landowner Agreements") are each hereby authorized and approved in substantially the form attached hereto as **Exhibit E-1** and **Exhibit E-2**, which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver

such Landowner Agreements with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 12. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 13. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this June 13, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF JULY 1, 2023

SECURING

\$ _____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

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EXHIBIT A	A-1

INDENTURE OF TRUST

THIS INDENTURE, dated as of JULY 1, 2023 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in city limits of the City to be known as Cross Creek Meadows Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on April 11, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-32R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on April 17, 2023 the City Secretary filed a copy of Resolution 2023-32R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after April 11, 2023; and

WHEREAS, on April 11, 2023, the City Council by Resolution No. 2023-33R made findings and determinations relating to the Actual Costs of certain Major Improvement Area Projects, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for May 9, 2023 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the May 9, 2023 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on April 24, 2023, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan and the Major Improvement Area Assessment Roll and the levy of the Assessments on property within the Major Improvement Area of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in the Major Improvement Area of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on May 9, 2023 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Major Improvement Area Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Major Improvement Area Projects, the purposes of the Assessments, the special benefits of the Major Improvement Area Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and then the City Council recessed such public hearing until June 13, 2023; and

WHEREAS, on June 13, 2023 the City Council reconvened the public hearing first opened on May 9, 2023, as referenced above, and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Major Improvement Area Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Major Improvement Area Projects, the purposes of the Assessments, the special benefits of the Major Improvement Area Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Major Improvement Area Projects, the Major Improvement Area Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2023-___, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance not later than the seventh day after the date the City Council approved the Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area

Project)", such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

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

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

“Additional Interest Reserve Account” means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

“Additional Interest Reserve Requirement” means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

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

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“Administrator” means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Major Improvement Area Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Major Improvement Area Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

“Annual Service Plan Update” means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and

its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessed Parcel” means each parcel of land located within the Major Improvement Area of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“Assessed Property” means, collectively, all Assessed Parcels.

“Assessment Ordinance” means Ordinance No. 2023-__ adopted by the City Council on June 13, 2023 which levied the Assessments on the Assessed Property located within the Major Improvement Area of the District.

“Assessments” means the aggregate assessments shown on the Major Improvement Area Assessment Roll. The singular of such term means the Assessment levied against an Assessed Parcel, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Authorized Denomination” means \$100,000 and any integral multiple of \$1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than \$100,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including, but not limited to, the Major Improvement Area Projects, listed in Section III of the Service and Assessment Plan.

“Bond” means any of the Bonds.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2 of this Indenture.

“Bond Fund” means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

“Bond Ordinance” means Ordinance No. 2023-__ adopted by the City Council on June 13, 2023 authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Pledged Revenue Account” means the Account of such name established pursuant to Section 6.1.

“Bond Year” means the one-year period beginning on September 1, in each year and ending on August 31 in the following year.

“Bonds” means the City’s bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)”.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

“Capitalized Interest Account” means the Account of such name established pursuant to Section 6.1.

“Certification for Payment” means a certificate substantially in the form of Exhibit B to the Major Improvement Area Projects Construction, Funding and Acquisition Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Major Improvement Area Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Major Improvement Area Projects Construction, Funding and Acquisition Agreement and Section 6.5 herein.

“City Certificate” means a certificate signed by a City Representative and delivered to the Trustee.

“City Representative” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“Closing Date” means the date of the initial delivery of and payment for the Bonds. With respect to the Bonds, the Closing Date is July 11, 2023.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Costs of Issuance Account” means the Account of such name established pursuant to Section 6.1.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect

to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Developer” means, Taylor Morrison of Texas, Inc. and its successors and assigns.

“District Administration Account” means the Account of such name established pursuant to Section 6.1.

“Development Agreement” means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City and CCD – Coit Land, LLC, effective August 17, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any parcel(s) of Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Future Phases” mean, collectively, the construction phase(s) of the District to be developed subsequent to the development of Improvement Area #1 and which are currently part of the Major Improvement Area.

“Improvement Area #1” means the initial phases to be concurrently developed in the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

“Improvement Area #1 Bond Indenture” means the Indenture of Trust dated as of July 1, 2023 between the City and U.S. Bank Trust Company, National Association, securing the City’s bonds entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)”.

“Improvement Area #1 Bonds” means bonds issued pursuant to the Improvement Area #1 Bond Indenture or any supplemental indenture thereto.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Appraisal” means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Future Phase for which the Additional Obligations are to be issued as established by publicly available data from the County appraisal district, (ii) an “as-complete” appraisal delivered by an independent appraiser licensed in the State, which appraisal shall assume completion of the improvements to

MIA Indenture of Trust

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be funded with the proceeds of such series of Additional Obligations, (iii) a certificate delivered to the City by a qualified independent third party (which party may be the Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the Future Phase, as applicable, for which such Additional Obligations are to be issued based on either (a) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in the Future Phase for which such Additional Obligations are to be issued or any preceding phase of the District for which bonds have been issued to fund Authorized Improvements or (b) the sales price in the actual lot purchase contracts in the Future Phase for which the Additional Obligations are to be issued.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Initial Bond” means the Initial Bond as set forth in Exhibit A to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on any series of Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing September 1, 2023.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“Major Improvement Area” means the property within the District excluding Improvement Area #1, as further identified and depicted in Appendix A in the Service and Assessment Plan.

“Major Improvement Area Assessment Roll” means the Major Improvement Area Assessment Roll attached as Appendix G to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each parcel of Assessed Property related to the Bonds and the Major Improvement Area Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Major Improvement Area Projects Construction, Funding and Acquisition Agreement” means the “Cross Creek Meadows Public Improvement District Major Improvement Area Projects Construction, Funding, and Acquisition Agreement” by and between the City and the Developer dated as of June 13, 2023, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Major Improvement Area Projects within the District, the issuance of bonds, and other matters related thereto.

“Major Improvement Area Projects” means the pro rata portion of the Major Improvements allocable to the Major Improvement Area, as more particularly described in Section III of the Service and Assessment Plan.

“Major Improvement Area Project Account” means the Account of such name established pursuant to Section 6.1.

“Major Improvements” means the Authorized Improvements which benefit all of the property within the District, as more particularly described in Section III.B of the Service and Assessment Plan.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Minor Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

“Outstanding” means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

“Owner” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“PID Act” means Texas Local Government Code, Chapter 372, as amended.

“Pledged Funds” means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenue Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

“Pledged Revenues” means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Principal and Interest Account” means the Account of such name established pursuant to Section 6.1.

“Project Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means the initial purchaser of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Rebate Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“Record Date” means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“Redemption Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means, when used with respect to any Bond or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

“Refunding Bonds” means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each, as amended) to refund all or any portion of the then Outstanding Bonds.

“Register” means the register specified in Article III of this Indenture.

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is \$_____, which is an amount equal to the [_____] on the Bonds as of the Closing Date.

“Reserve Fund” means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Service and Assessment Plan” means the “Cross Creek Meadows Public Improvement District Service and Assessment Plan” dated June 13, 2023, including the Major Improvement Area Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

“Substantial Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is greater than or equal to ten percent (10%) of the Outstanding principal amount of Bonds.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated July 11, 2023 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (i) a certified copy of the Assessment Ordinance;
- (ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed Major Improvement Area Projects Construction, Funding, and Acquisition Agreement;

(iv) a copy of this Indenture executed by the Trustee and the City; and

(v) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner

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of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds one registered definitive bond for each year of maturity of the Bonds, in the aggregate principal amount of all bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover

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any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, MIA Indenture of Trust

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Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__ *	

* maturity

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__ *	

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
* maturity	

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price of par, plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part and in an amount and on a date specified in a City Certificate, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture, any other transfers to the Redemption Fund under the terms of this Indenture or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral multiple thereof. Each Bond shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such Bonds by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Outstanding Bonds are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Major Improvement Area Projects Account; and
- (B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

- (A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Major Improvement Area Projects Account of the Project Fund: \$_____;
- (iii) to the Costs of Issuance Account of the Project Fund: \$_____;
- (iv) to the Reserve Account of the Reserve Fund: \$_____; and
- (v) to the District Administration Account of the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2024, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay Actual Costs of the Major Improvement Area Projects, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall

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transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount (\$)</u>
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Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Major Improvement Area Projects Account of the Project Fund, or if the Major Improvement Area Projects Account of the Project Fund has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Major Improvement Area Projects Account of the Project Fund to pay Actual Costs of the Major Improvement Area Projects shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Major Improvement Area Projects Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Major Improvement Area Projects Construction, Funding and Acquisition Agreement. Such provisions and procedures related to such disbursements contained in the Major Improvement Area Projects Construction, Funding and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Major Improvement Area Projects Account of the Project Fund are not expected to be expended for purposes of the Major Improvement Area Projects Account of the Project Fund due to the abandonment, or constructive abandonment, of the Major Improvement Area Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Area Projects Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Developer and the Trustee which identifies the amounts then on deposit in the Major Improvement Area Projects Account of the Project Fund that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Major Improvement Area Projects Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Major Improvement Area Projects have been completed and that all Actual Costs of the Major Improvement Area Projects have been paid, or that any such Actual Costs are not required to be paid from the Major Improvement Area Projects Account of the Project Fund pursuant to a Certification for Payment or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Major Improvement Area Projects Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) shall close the Major Improvement Area Projects Account. If the Major Improvement Area Project Account has been closed as provided above and the Costs of Issuance Account has been closed as provided in Section 6.5(f) hereof, the Project Fund shall be closed.

(f) Not later than six months following the Closing Date, or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred first to another Account of the Project Fund and used to pay Actual Costs and second to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, or otherwise as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2024, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Major Improvement Area Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or

on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

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Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments

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shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to insure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, the Assessments to be collected from the Assessed Property are so reflected in the Service and Assessment Plan (as it may be updated from time to time) and in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Major Improvement Area Projects in accordance with the Major Improvement Area Projects Construction, Funding, and Acquisition Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Major Improvement Area Projects in accordance with the Major Improvement Area Projects Construction, Funding, and Acquisition Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other

Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the

City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Major Improvement Area Projects.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or MIA Indenture of Trust

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of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the MIA Indenture of Trust

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express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under subsections (a) or (b)(i), (b)(ii), (b)(iii), (b)(v) of this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect without the consent of the Owners, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by MIA Indenture of Trust

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Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

With the written consent of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other

Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel),

liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be

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provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available

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to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provisions of this Indenture, the City shall not issue additional bonds, notes, or other obligations under this Indenture, secured by any pledge of or other lien or charges on the Pledged Revenues or other property of the Trust Estate pledged under this Indenture other than Refunding Bonds or subordinate obligations authorized pursuant to the terms of this Indenture. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the state of Texas.

(d) The City reserves the right to issue or incur Additional Obligations to finance the cost of future improvements specifically benefitting property in Future Phases as the development proceeds. For the avoidance of doubt, the conditions set forth in this Section 13.2 do not apply to the issuance of a series of Improvement Area #1 Bonds. Such Additional Obligations for the Future Phases will be secured by separate assessments levied on the assessed property within each respective Future Phase. The City may, but is under no obligation to, issue or incur Additional Obligations, for any purpose permitted by the PID Act; provided, however, that no Additional Obligations secured by assessments levied against a Future Phase shall be issued unless such Additional Obligations are made to mature on September 1 in each of the years in which they are scheduled to mature and the interest due on such Additional MIA Indenture of Trust

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Obligations is scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid, and the below conditions have been met:

(i) The Trustee shall receive a certificate from the City Representative certifying (A) that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or in any indenture of trust authorizing the issuance of Additional Obligations and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or the Major Improvement Area Projects Construction, Funding and Acquisition Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Development Agreement, the Major Improvement Area Projects Construction, Funding and Acquisition Agreement, or any continuing disclosure agreement entered into by the Developer relating to any Additional Obligations (including those relating to the Improvement Area #1 Bonds), unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Obligations regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that neither the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Phase is delinquent with respect to the payment of special assessments and ad valorem taxes (other than any ad valorem taxes being contested in good faith) on the assessed parcels owed by the Developer or such owner, respectively, in such Future Phase;

(iv) (A) The Trustee and the City shall receive a certificate from the Developer certifying that building permits for homes have been issued and vertical construction has commenced (which means framing on the main structure has begun) for at least forty percent (40%) of the total lots or residential units, as applicable, in the preceding phase(s) of the District for which bonds have been issued, in part or whole, to fund local improvements and (B) if Taylor Morrison of Texas, Inc. or an affiliate thereof is not serving as Developer, the Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the parcels to be assessed in the Future Phase, for which the Additional Obligations will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users unrelated to such Developer; and

(v) The Trustee and City shall receive an Independent Appraisal evidencing that the value to lien ratio of the combined value of all parcels in such Future Phase for which assessments have been levied or will be levied when compared to the combined assessments levied and to be levied against the parcels within such Future Phase is not less than 3.0:1.

(e) Notwithstanding the provisions of Section 13.2(d) above, Refunding Bonds issued to refund all or a portion of the Bonds shall not be required to meet the requirements set forth in Section 13.2(d)(iv) or Section 13.2(d)(v).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the

principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

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Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
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If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402
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Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided,

MIA Indenture of Trust

134411958.12

however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of 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 Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1),

Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a

firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

Signature Page to Indenture of Trust
relating to
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

EXHIBIT A(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

INTEREST RATE MATURITY DATE DATE OF DELIVERY CUSIP NUMBER

_____ % September 1, 20____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____ or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated July 11, 2023 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of July 1, 2023 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of \$100,000 and any multiple of \$1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond, redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total

indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Celina, Texas

City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto
(print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and
all rights hereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for
registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Bond in every particular and must
be guaranteed in a manner acceptable to the
Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this
Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE"
and "MATURITY DATE" shall both be completed with the expression "As Shown Below,"
and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as
specified above, the sum of _____ DOLLARS" shall be deleted and the
following will be inserted: "on September 1 in each of the years, in the principal
installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount (\$) Interest Rate (%)"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

Draft 5.15.2023

**§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

BOND PURCHASE AGREEMENT

June 13, 2023

City of Celina, Texas
142 N. Ohio St.
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Celina, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein), between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the §[PRINCIPAL] aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$_____) and no accrued interest.

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length commercial transaction between the City and the Underwriter, (ii) in connection with the

discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Major Improvement Area Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated as of the Closing Date (defined below), and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on July 11, 2023 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on June 13, 2023 (the “Bond Ordinance”), and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of July 1, 2023, between the City and the Trustee (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from assessments (the “Assessments”) levied pursuant to a separate ordinance adopted by the City Council on June 13, 2023 (the “Assessment Ordinance”), against assessable property (the “Assessed Property”) located within the Major Improvement Area of the Cross Creek Meadows Public Improvement District (the “District”) all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the “Creation Resolution”), enacted by the City Council on April 11, 2023, in accordance with the Act. The service and assessment plan for the District was approved on June 13, 2023 (the “Service and Assessment Plan”). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance, and the Indenture are collectively referred to herein as the “Authorizing Documents.”

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes

described in the Limited Offering Memorandum under “PLAN OF FINANCE – The Bonds” and shall be generally applied as described in the Limited Offering Memorandum under “SOURCES AND USES OF FUNDS.”

The City has been advised that the Reserve Account, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Account has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof to no more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended and as then in effect (the “Securities Act”)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the “Issue Price Certificate”), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (as defined herein) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the “10% test”). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been

met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party to an underwriter;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [____], 2023 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed “final” by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32, and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and

supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaptions “– The Bonds” and “– Additional Indebtedness”), “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE MAJOR IMPROVEMENT AREA PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE ADMINISTRATOR,” “APPRAISAL,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2,” and “APPENDIX H.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants, and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants, and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power, and authority:

- (i) to enter into and perform its duties and obligations under:
 - (1) this Agreement;
 - (2) the Indenture;
 - (3) the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”) and BTR at Cross Creek Meadows, LLC a Delaware limited liability company (the “BTR Landowner”) (as amended, the “Development Agreement”);
 - (4) the Cross Creek Meadows Public Improvement District the Major Improvement Area Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer (the “Construction Funding Agreement”);
 - (5) the Major Improvement Area SF Landowner Agreement, dated as of June 13, 2023, between the City and VPTM Cross Creek LB LLC, a Delaware limited liability company (the “SF Landowner” and, together with the BTR Landowner, the “Landowners”) (the “SF Landowner Agreement”);
 - (6) the Major Improvement Area BTR Landowner Agreement, dated as of June 13, 2023, between the City and the BTR Landowner (the “BTR Landowner Agreement”); and
 - (7) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of July 1, 2023 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, MuniCap, Inc., as PID Administrator (the “PID Administrator), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the “Dissemination Agent”);
- (ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and
- (iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Construction Funding Agreement, (5) the SF Landowner

Agreement, (6) the BTR Landowner Agreement, (7) Continuing Disclosure Agreement of Issuer, (8) the Limited Offering Memorandum, and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (9) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power, and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to, and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have a material adverse effect on the City’s ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution, and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their

respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City’s knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Major Improvement Area Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the

City of its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents, and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to Section 5(d) of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering

Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties, and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and on the Closing Date, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Locke Lord LLP (“Developer’s Counsel”),

shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Construction Funding Agreement, the Option Agreement dated as of September 15, 2021 by and between the Developer and the SF Landowner (the “Option Agreement”), the Construction Agreement dated as of September 15, 2021 by and between the Developer and the SF Landowner (the “SF Construction Agreement”), the Construction Management Agreement dated as of April 26, 2022 by and between the Developer and the BTR Landowner (the “BTR Construction Agreement”) and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the “Continuing Disclosure Agreement of Developer” and, together with the Developer Letter of Representations, the Development Agreement, the Construction Funding Agreement, the Option Agreement, the SF Construction Agreement and the BTR Construction Agreement the “Developer Documents”); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents, or other documents relating to the financing and construction of the Major Improvement Area Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or to complete the Major Improvement Area Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter’s reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of

Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to

the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE – The Bonds," "– Additional Indebtedness – Improvement Area #1 Bonds," and "– Additional Indebtedness – Related But Separate Securities," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "APPENDIX B" and "APPENDIX D" and Bond Counsel is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed

therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

(iv) The Indenture, the Development Agreement, the Construction Funding Agreement, the SF Landowner Agreement, the BTR Landowner Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer’s Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Counsel to the Developer. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E-1 hereto.

f. Landowner Closing Certificates. (i) A certificate of the SF Landowner dated as of the Closing Date, signed by authorized officers of the SF Landowner in substantially the form of Appendix E-2 hereto and (ii) a certificate of the BTR Landowner dated as of

the Closing Date, signed by authorized officers of the BTR Landowner in substantially the form of Appendix E-3 hereto.

g. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization, and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents on its part to be complied with or satisfied hereunder at or prior to the Closing.

h. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City, and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing, and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed, and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

i. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel, and Bond Counsel.

j. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness, or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as Financial Advisor, the PID Administrator, the Developer, its counsel and its engineers, consultants and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer, and others and on the records, documents, certificates, opinions, and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank, and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to

believe that the Limited Offering Memorandum as of its date and as of the Closing Date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel expressly excludes from the scope of this paragraph and expresses no view with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax exemption, underwriters, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

k. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

l. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

m. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

n. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code.

o. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

p. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

q. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated May 8, 2023.

r. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

s. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Creation Resolution and the Assessment Ordinance, including the legal description of the property within the District, the Major Improvement Area Assessment Roll, and the Service and Assessment Plan have been filed of record in the real property records of Collin County, Texas.

t. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in the Major Improvement Area of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

u. Developer and Landowners' Organizational Documents. The Developer and each of the Landowners shall have delivered to the Underwriter and the City (i) fully executed copies of the Developer's or Landowners' organizational documents, as applicable, (ii) a Certificate of Status from the Texas Secretary of State for the Developer and Landowners, as applicable, (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer and the Landowners, as applicable and (iv) Certificate of Status of the Landowners from the Delaware Secretary of State.

v. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly

authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

w. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

x. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

y. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15, and 27 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum, and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation, whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to, or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or

majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such section and to the extent such section does not contravene applicable Federal or Texas 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.

22. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or 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.

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas

Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

b. “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is

not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. Affiliate. As used in Sections 21 through 24, the Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

26. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter’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 Underwriter, 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 Underwriter 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 Underwriter; and neither the City nor its consultants have verified such information.

27. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City’s representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 13 and 15 shall survive any termination of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Celina, Texas

By: _____
Assistant City Manager

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

SCHEDULE I

\$(PRINCIPAL)

CITY OF CELINA, TEXAS,

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

MAJOR IMPROVEMENT AREA PROJECT)

Interest Accrues From: Date of Delivery

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ % (a)(b)(c)(d)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ % (a)(b)(c)(d)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ % (a)(b)(c)(d)

- (a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.
- (b) The Bonds maturing on or after September 1, 20 __, may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20 __, such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS – Redemption Provisions."
- (d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

\$ _____ Term Bonds maturing September 1, 20 _____

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20 _____	
September 1, 20 _____	
September 1, 20 _____	
September 1, 20 _____	
September 1, 20 _____†	

† Stated maturity.

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

June 13, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase the \$[PRINCIPAL] “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations up to and including the date the Underwriter is no longer required to

provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaptions “– The Bonds,” “– Additional Indebtedness – Improvement Area #1 Bonds,” and “– Additional Indebtedness – Related But Separate Securities”), “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE MAJOR IMPROVEMENT AREA PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION – Developer,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to the Developer and BTR at Cross Creek Meadows, LLC, a Delaware limited liability company (the “BTR Landowner”), as amended;
- c. the Cross Creek Meadows Public Improvement District the Major Improvement Area Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer; and
- d. the Construction Agreement dated as of September 15, 2021 by and between VPTM Cross Creek LB LLC, a Delaware limited liability company (the “SF Landowner”), and the Developer;

- e. the Option Agreement dated as of September 15, 2021 by and between the SF Landowner and the Developer;
- f. the Construction Management Agreement dated as of April 26, 2022 by and between the Developer and the BTR Landowner; and
- g. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a corporation under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction, or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Major Improvement Area Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default” by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees, and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement, or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from

the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

Dated: June 13, 2023

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX B

§[PRINCIPAL] CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (“FMS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the City of Celina, Texas (the “Issuer”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is June 13, 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The remainder of this page is left blank intentionally.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By: _____

Name: R.R. "Tripp" Davenport, III
Title: Director, Investment Banking

Date: _____, 2023

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

SCHEDULE A**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES***(Attached)***Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)**

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

July 11, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National
Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

**§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the “City”), for limited purposes, and are rendering this opinion in connection with the issuance and sale of §[PRINCIPAL] “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance approved by the City Council of the City (the “City Council”) on June 13, 2023 (the “Bond Ordinance”), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust, dated as of July 1, 2023 (the “Indenture”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated June 13, 2023, between the City and FMSbonds Inc. (the “Bond Purchase Agreement”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as City Attorney, and for the purpose of rendering opinions set forth herein, we have reviewed the following:

- (a) The resolution creating the District adopted by the City Council on April 11, 2023 (the “Creation Resolution”).
- (b) The Assessment Ordinance.
- (c) The Bond Ordinance.
- (d) The Indenture.
- (e) The Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”) and BTR at Cross Creek Meadows LLC, a Delaware limited liability company (the “BTR Landowner”), as amended.
- (f) The Cross Creek Meadows Public Improvement District the Major Improvement Area Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer.
- (g) The Major Improvement Area SF Landowner Agreement by and between the City and VPTM Cross Creek LB LLC, a Delaware limited liability company, entered into as of June 13, 2023.
- (h) The Major Improvement Area BTR Landowner Agreement by and between the City and the BTR Landowner, entered into as of June 13, 2023.
- (i) That certain Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the City, MuniCap, Inc., as PID Administrator (the “PID Administrator”), and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall hereinafter be referred to as the “Authorizing Documents” and the remaining documents shall hereinafter be collectively referred to as the “Reviewed Documents.”

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Locke Lord LLP, Developer's Counsel; (f) the PID Administrator's Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (g) the Appraiser's Letter of Representations delivered pursuant to the Bond Purchase Agreement (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances, or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any: (a) applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances; and (b) judicial decision which would make the opinions set forth herein incorrect.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the City. In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge," "our actual knowledge" and similar expressions signify that, in the course of our representation of the City the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in preparation of the Reviewed Document in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting, or seeking to prohibit, restrain, or enjoin the delivery of any of the Bonds, or the payment, collection, or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the Major Improvement Area of the District pursuant to the provisions of the Assessment Ordinance, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability of the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

7. The adoption of the Authorizing Documents and the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of

the City a violation, breach of or default under any existing law, regulation, court order, or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the “benefit of its bargain” or (C) exceed the amount of any party’s actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership,

moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of Issuer, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to

matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,
MESSER, FORT & MCDONALD, PLLC

By: Julie Fort
City Attorney

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

EXHIBIT A TO OPINION LETTER**ADDITIONAL ASSUMPTIONS**

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;
6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;
8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;
9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; and (ii) Locke Lord LLP, Developer's Counsel;
10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by: (i) Peyco Southwest Realty, Inc., Appraiser; and (ii) Municap, Inc., PID Administrator;
11. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein

contemplated in the manner therein provided, or impair the validity or enforceability thereof; and

12. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “**Bond Documents**”), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state “**Blue Sky**” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);
14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D

[LETTERHEAD OF LOCKE LORD LLP]

July 11, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company National Association,
as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

\$[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), in connection with the issuance and sale by the City of Celina, Texas (the “City”), of \$[PRINCIPAL] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project) (the “Bonds”), pursuant to the Indenture of Trust, dated as of July 1, 2023 (the “Indenture”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Cross Creek Meadows” (the “Development”) located within the corporate boundaries of the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement, dated June 13, 2023 (the “Bond Purchase Agreement”), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (a) The following documents (collectively, the “Material Documents”):
 - (1) the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to the Developer and BTR at Cross Creek Meadows LLC, a Delaware limited liability company (the “BTR Landowner”), as amended;
 - (2) the Cross Creek Meadows Public Improvement District the Major Improvement Area Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer;
 - (3) the Construction Agreement dated as of September 15, 2021 by and between VPTM Cross Creek LB LLC, a Delaware limited liability company (the “SF Landowner”), and the Developer;
 - (4) the Option Agreement dated as of September 15, 2021 by and between the SF Landowner and the Developer;
 - (5) the Construction Management Agreement dated as of April 26, 2022 by and between the Developer and the BTR Landowner;
 - (6) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as dissemination agent;
 - (7) the Developer Letter of Representations, dated June 13, 2023, relating to the Bonds;
 - (8) the Developer Closing Certificate with respect to the Bonds, dated July 11, 2023; and
 - (9) the General Certificate of the Developer with respect to the Bonds, effective as of July 11, 2023 (the “Developer Certificate”).
- (b) The Preliminary Limited Offering Memorandum, dated [____], 2023, relating to the issuance of the Bonds (the “Preliminary Limited Offering Memorandum”);
- (c) The final Limited Offering Memorandum, dated June 13, 2023, relating to the issuance of the Bonds (the “Limited Offering Memorandum”); and
- (d) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Locke Lord LLP attorneys who have given substantive attention to matters concerning the Developer

during the course of our representation of the Developer in connection with the Material Documents, which knowledge has been obtained by such attorneys in their capacity as such after review of certificates, reports and information provided by the Developer, assuming such certificates, reports and information are accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. Further, the words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer, as applicable), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its respective obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developer) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction, or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the

parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a corporation formed under the laws of the State of Texas and qualified to transact business as a corporation, and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained is required to be obtained by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) Based solely on the Developer Certificate, the Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its

respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) To our knowledge, there are no actions, suits, or proceedings pending or threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity, or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) Based solely on the Developer Certificate, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach, or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps included therein, and under the captions “PLAN OF FINANCE” (except the for the information under the subheadings “– The Bonds,” “– Additional Indebtedness – the Major Improvement Area Bonds,” and “– Additional Indebtedness – Related But Separate Securities”) “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE MAJOR IMPROVEMENT AREA PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” and “CONTINUING DISCLOSURE – The Developer,” and “– The Developer’s Compliance with Prior Undertakings” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related

matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of June 13, 2023, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications, and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees, or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents, or the representations contained therein. With respect to our opinion in II(a) relating to the Developer's good standing, we have relied solely on a Certificate of Fact being issued by the Secretary of State of Texas with respect to the Developer and an online search of the Franchise Tax Account Status page of the website of the Texas Comptroller of Public Accounts which indicated the right of the Developer to do business in the State of Texas is intact.

(c) Our opinion delivered pursuant to Section II(c) above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other

jurisdiction, except the United States of America, we do not purport to be experts in any other laws, and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship, and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose, or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction, or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff, and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal, or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX E-1

DEVELOPER CLOSING CERTIFICATE

Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas corporation organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District the Major Improvement Area Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated [____], 2023 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated June 13, 2023 (the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations, dated June 13, 2023;

(b) the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to the Developer and BTR at Cross Creek Meadows LLC, a Delaware limited liability company (the “BTR Landowner”), as amended;

(c) the Cross Creek Meadows Public Improvement District the Major Improvement Area Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer;

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

(d) the Construction Agreement dated as of September 15, 2021 by and between VPTM Cross Creek LB LLC, a Delaware limited liability company (the “SF Landowner”), and the Developer;

(e) the Option Agreement dated as of September 15, 2021 by and between the SF Landowner and the Developer;

(f) the Construction Management Agreement dated as of April 26, 2022 by and between the Developer and the BTR Landowner; and

(g) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

7. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaptions “– The Bonds,” “– Additional Indebtedness – the Major Improvement Area Bonds,” and “– Additional Indebtedness – Related But Separate Securities”), “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE MAJOR IMPROVEMENT AREA PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION – Developer,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) and certifies that the information contained in the Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make

the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

11. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within the Major Improvement Area of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the Major Improvement Area of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Assessments on property in the Major Improvement Area of the District does not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any

applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

(Signature page follows.)

Dated: July 11, 2023

DEVELOPER:

Taylor Morrison of Texas, Inc.,
a Texas corporation

By: _____

Name: _____

Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX E-2

SF LANDOWNER CLOSING CERTIFICATE

VPTM Cross Creek LB LLC, a Delaware limited liability company (the “SF Landowner”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The SF Landowner is a Delaware limited liability company organized, validly existing, and in good standing under the laws of the State of Delaware, authorized to do business in the State of Texas.

2. Representatives of the SF Landowner have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District the Major Improvement Area Project) (the “Bonds”).

3. The SF Landowner has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the SF Landowner’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The SF Landowner has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State, (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer and (iii) Certificate of Status from the Delaware Secretary of State.

5. The SF Landowner has executed and delivered each of the below listed documents (individually, a “SF Landowner Document” and collectively, the “SF Landowner Documents”) in the capacity provided for in each such SF Landowner Document, and each such SF Landowner Document constitutes a valid and binding obligation of the SF Landowner, enforceable against the SF Landowner in accordance with its terms:

(a) The Major Improvement Area SF Landowner Agreement by and between the City and the SF Landowner, entered into as of June 13, 2023;

(b) The Construction Agreement dated as of September 15, 2021 by and between the SF Landowner and Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”); and

(c) The Option Agreement dated as of September 15, 2021 by and between the SF Landowner and the Developer.

6. The SF Landowner owned all of the Assessed Property (as defined in the Service and Assessment Plan) designated as the Single-Family Property within the Major Improvement

Area of the District on which single-family residential homes are expected to be constructed on the date that the Assessment Ordinance was adopted and is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the SF Landowner contained in the SF Landowner Documents are true and correct in all material respects on and as of the date hereof.

8. The SF Landowner has complied in all material respects with all of the SF Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the SF Landowner under the SF Landowner Documents on or prior to the date hereof.

9. The execution and delivery of the SF Landowner Documents by the SF Landowner does not violate any judgment, order, writ, injunction or decree binding on the SF Landowner or any indenture, agreement, or other instrument to which the SF Landowner is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the SF Landowner that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the SF Landowner to perform its obligations under the SF Landowner Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. To the SF Landowner's knowledge, the SF Landowner is in compliance in all material respects with all provisions of applicable law relating to the SF Landowner in connection with the Development.

11. The SF Landowner is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on the Single-Family Property within the Major Improvement Area does not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the SF Landowner is a party or to which the SF Landowner or any of its property or assets is subject.

13. The SF Landowner is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the SF Landowner's ability to perform its obligations under the SF Landowner Documents.

14. The SF Landowner has no knowledge of any physical condition of the Single-Family Property located within the Major Improvement Area owned by the SF Landowner that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: July 11, 2023

SF LANDOWNER:

VPTM CROSS CREEK LB LLC,
a Delaware limited liability company

By: VP Caravan NoteCo LLC,
Its sole Member

By: Varde Partners, Inc.,
Its Manager

By: _____
Name: _____
Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX E-3

BTR LANDOWNER CLOSING CERTIFICATE

BTR at Cross Creek Meadows, LLC, a Delaware limited liability company (the “BTR Landowner”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The BTR Landowner is a Delaware limited liability company organized, validly existing, and in good standing under the laws of the State of Delaware, authorized to do business in the State of Texas.
2. Representatives of the BTR Landowner have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District the Major Improvement Area Project) (the “Bonds”).
3. The BTR Landowner has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the BTR Landowner’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.
4. The BTR Landowner has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State, (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer and (iii) Certificate of Status from the Delaware Secretary of State.
5. The BTR Landowner has executed and delivered each of the below listed documents (individually, a “BTR Landowner Document” and collectively, the “BTR Landowner Documents”) in the capacity provided for in each such BTR Landowner Document, and each such BTR Landowner Document constitutes a valid and binding obligation of the BTR Landowner, enforceable against the BTR Landowner in accordance with its terms:
 - (a) The Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”) and the BTR Landowner, as amended;
 - (b) The Major Improvement Area BTR Landowner Agreement by and between the City and the BTR Landowner, entered into as of June 13, 2023; and
 - (c) The Construction Management Agreement dated as of April 26, 2022 by and between the BTR Landowner and the Developer.

6. The BTR Landowner owned all of the Assessed Property (as defined in the Service and Assessment Plan) designated as the BTR Property within the Major Improvement Area of the District on which build-to-rent units are expected to be constructed on the date that the Assessment Ordinance was adopted and is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the BTR Landowner contained in the BTR Landowner Documents are true and correct in all material respects on and as of the date hereof.

8. The BTR Landowner has complied in all material respects with all of the BTR Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the BTR Landowner under the BTR Landowner Documents on or prior to the date hereof.

9. The execution and delivery of the BTR Landowner Documents by the BTR Landowner does not violate any judgment, order, writ, injunction or decree binding on the BTR Landowner or any indenture, agreement, or other instrument to which the BTR Landowner is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the BTR Landowner that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the BTR Landowner to perform its obligations under the BTR Landowner Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. To the BTR Landowner's knowledge, the BTR Landowner is in compliance in all material respects with all provisions of applicable law relating to the BTR Landowner in connection with the Development.

11. The BTR Landowner is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on the BTR Property within the Major Improvement Area does not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the BTR Landowner is a party or to which the BTR Landowner or any of its property or assets is subject.

13. The BTR Landowner is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the BTR Landowner's ability to perform its obligations under the BTR Landowner Documents.

14. The BTR Landowner has no knowledge of any physical condition of BTR Property located within the Major Improvement Area owned or to be developed by the BTR Landowner that currently requires, or currently is reasonably expected to require in the process of development

investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: July 11, 2023

BTR LANDOWNER:

BTR AT CROSS CREEK MEADOWS LLC,
a Delaware limited liability company

By: TMVP BTR T1L1, LLC,
Its sole Member

By: TMVP BTR T1, LLC,
Its Sole Member

By: TMVP BTR Venture LLC,
Its Sole Member

By: TM BTR Venture LLC,
Its Manager

By: _____
Name: _____
Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX F

[LETTERHEAD OF PEYCO SOUTHWEST REALTY, INC.]

_____, 2023

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank Trust Company, National
Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District the Major Improvement Area Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of Peyco Southwest Realty, Inc. (“Appraiser”), the appraiser of the undeveloped property contained in Cross Creek Meadows Public Improvement District (the “District”), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [____], 2023, and the Limited Offering Memorandum for the Bonds, dated June 13, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX H to the Limited Offering Memorandum (the “Appraisal”), and the description thereof, set forth under the caption “APPRAISAL.”

2. To the best of my professional knowledge and belief, as of the date of the Appraisal, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about July 11, 2023) which would render any such information in the Limited Offering Memorandum

untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

Peyco Southwest Realty, Inc.

By: _____
Its: _____

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

APPENDIX G

[LETTERHEAD OF MUNICAP, INC.]

_____, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District the Major Improvement Area Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. (“MuniCap,” “we,” or “our”), consultant in connection with the creation by the City of Celina, Texas (the “City”), of Cross Creek Meadows Public Improvement District (the “District”), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [____], 2023, and the final Limited Offering Memorandum for the Bonds, dated June 13, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about July 11, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of July 1, 2023 (this “Disclosure Agreement”) is executed and delivered by and among the City of Celina, Texas (the “Issuer”), MuniCap, Inc. (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of July 1, 2023, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Additional Obligations” shall have the meaning assigned to such term in the Indenture.

“Administrative Expenses” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

“Annual Collections Report” shall mean any Annual Collection Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Annual Collections Report Filing Date” shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Financial Information Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Annual Financial Information Filing Date is currently March 31, beginning March 31, 2024.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall have the meaning assigned to such term in the Indenture.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Audited Financial Statements” shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

“BTRCCM” shall mean BTR at Cross Creek Meadows, LLC, a Delaware limited liability company and its successors and assigns.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Collections Reporting Date” shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

“Delinquency Date” shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

“Developer” shall have the meaning assigned to such term in the Indenture.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Cross Creek Meadows Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Final Assessment Payment Date” shall mean the calendar day preceding the Delinquency Date.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the twelve-month period from October 1 through the following September 30.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Major Improvement Area” shall have the meaning assigned to such term in the Indenture.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Tax Year” means the calendar year or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2023, the Issuer shall provide or cause to be provided to the MSRB, in electronic or other format required by the MSRB (i) not later than the Annual Financial Information Filing Date, its Annual Financial Information, and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Financial Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing, or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* By the Annual Financial Information Filing Date, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, principal amount remaining Outstanding and the total interest amount due on aggregate principal amount Outstanding;

(B) The funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year.

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in the Major Improvement Area.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within the Major Improvement Area, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy (“COs”) issued for new homes, including build-to-rent units, completed in the Major Improvement Area during such Fiscal Year and the aggregate number of COs issued for new homes, including build-to-rent units, completed within the Major Improvement Area since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2023.

(v) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer’s Audited Financial Statements during such Fiscal Year.

(b) *Audited Financial Statements.* Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such Audited Financial Statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide Audited Financial Statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the Annual Financial Information. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer staff, shall prepare and provide to the Dissemination Agent the Annual Financial Information on behalf of the Issuer within the timeline described in subsection (a). In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the City shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material

notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer or BTRCCM of real property within the Major Improvement Area in the ordinary course of the respective parties' business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced

by SEC Release No. 34-83885, dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release. For the avoidance of doubt, the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting “Notice to MSRB of Failure to File.”

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination

Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required with respect to the Bonds. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5 or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Collections Report and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Collections Report, Audited Financial Statements, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Collections Report, Audited Financial Statements or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this

Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer, and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information, Annual Collections Report and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the Major Improvement Area, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information, Annual Collections Report or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the Major Improvement Area, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses, or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EXCEPT AS DESCRIBED IN SECTION 11 WITH RESPECT TO THE DISSEMINATION AGENT, NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessments Timeline. The basic expected timeline for the collection of the Assessments and the anticipated procedures for pursuing the collection of delinquent

Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent, or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in the Major Improvement Area, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under

Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas 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.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represent 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 2270.0201, 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 enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator and each of 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.

SECTION 21. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 22. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 23. Affiliate. As used in Sections 19 through 22, the Dissemination Agent and Administrator, each respectively, understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 24. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded

business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 25. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 26. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[Signature pages follow]

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
Assistant City Manager

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

S-1

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

S-2

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

S-3

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]
[UNAUDITED FINANCIAL STATEMENTS]
[THE ANNUAL COLLECTIONS REPORT]

Name of Issuer: City of Celina, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)
Date of Delivery: _____, 20____
CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [Annual Financial Information] [Audited Financial Statements] [unaudited financial statements] [the Annual Collections Report] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer related to such bonds, dated as of July 1, 2023, among the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] [unaudited financial statements] [the Annual Collections Report] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
 Address: _____
 City: _____
 Telephone: _____
 Contact Person: _____

Section 4(a)(i)(A)**BONDS OUTSTANDING**

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)**FUNDS AND ACCOUNTS AND RELATED INVESTMENTS**

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(C)**ASSETS AND LIABILITIES OF TRUST ESTATE**

Bonds (Principal Balance) _____

Funds and Accounts [list] _____

TOTAL ASSETS _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR****Debt Service Requirements on the Bonds**

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
---	------------------	-----------------	--------------

Top Assessment Payers in the Major Improvement Area⁽¹⁾

<u>Property Owner</u>	<u>No. of</u> <u>Parcels/Lots</u>	<u>Percentage of</u> <u>Parcels/Lots</u>	<u>Outstanding</u> <u>Assessments</u>	<u>Percentage of</u> <u>Total</u> <u>Assessments</u>
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⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Major Improvement Area of the District

The [YEAR] certified total assessed value for the land in the Major Improvement Area of the District is approximately \$[AMOUNT] according to the Collin Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

<u>Fiscal</u> <u>Year</u> <u>Ended</u> <u>(9/30)</u>	<u>Delinquent</u> <u>Assessment Amount</u> <u>not in Foreclosure</u> <u>Proceedings</u>	<u>Parcels in</u> <u>Foreclosure</u> <u>Proceedings</u>	<u>Delinquent</u> <u>Assessment Amount</u> <u>in Foreclosure</u> <u>Proceedings</u>	<u>Foreclosure</u> <u>Sales</u>	<u>Foreclosure Proceeds</u> <u>Received</u>
20__	\$		\$		\$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied ⁽¹⁾	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected ⁽²⁾
20__	\$		\$	%	\$	%	\$
20__							
20__							
20__							
20__							

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
20__		\$		\$
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (v)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO COLLECTION OF THE ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SECTION 5(A) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Foreclosure History Related To The Annual Installments⁽¹⁾

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20	\$		\$		\$

(i) Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

Collection and Delinquency Annual Installments⁽¹⁾

Succeeding Fiscal Year 20__	Total Annual Installment <u>Levied</u> \$	Parcels <u>Levied⁽²⁾</u>	Delinquent Amount as <u>of 3/1</u> \$	Delinquent <u>% as of 3/1</u> %	Total Annual Installments <u>Collected⁽³⁾</u> \$
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⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽³⁾ [Does/does not] include interest and penalties.

Prepayment of Assessments⁽¹⁾

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments \$	Bond Call Date	Amount of Bonds Redeemed \$
---------------------------	--------------------------	--------------------------------	----------------	--------------------------------------

⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT D

**BASIC EXPECTED TIMELINE FOR ASSESSMENT
COLLECTIONS AND PURSUIT OF DELINQUENCIES¹**

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments are delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

April 1

59/60

such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

At this point, if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.**

If there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.

July 1

152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures.

Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the

August 15

197/198

Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collection of delinquent Special Assessments.

EXHIBIT D
CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

**CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR
IMPROVEMENT AREA CONSTRUCTION, FUNDING, AND ACQUISITION
AGREEMENT**

THIS CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of June 13, 2023, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the “City”), and **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation (the “Developer”).

**ARTICLE I
DEFINITIONS**

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“**Act**” means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

“**Actual Costs**” means the costs of the Major Improvement Area Projects actually paid or incurred for construction and installation of the Major Improvement Area Projects in accordance with the Service and Assessment Plan.

“**Administrator**” means, initially, MuniCap, Inc., or any other individual or entity designated by the City to administer the District.

“**Annual Service Plan Update**” means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan and approved by ordinance adopted by the City.

“**Assessments**” shall have the meaning ascribed to it in the Indenture.

“**Authorized Improvements**” means improvements authorized by Section 372.003(b) of the Act.

“**Bond Ordinance**” means the ordinance adopted by the City Council on June 13, 2023 authorizing the issuance of the Bonds pursuant to the Indenture.

“**Bonds**” means the City’s bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project)".

“Budgeted Costs” means the anticipated, agreed upon costs of the Major Improvement Area Projects as shown in Section III of the Service and Assessment Plan.

“Certification for Payment” means a certificate, substantially in the form of Exhibit B hereto or such other form agreed to by the Developer, the Administrator and the City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Major Improvement Area Projects under the Indenture.

“City Inspector” means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

“City Manager” means the City Manager of the City, or its designee.

“City Representative” means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

“Closing Disbursement Request” means the certificate, substantially in the form of Exhibit A hereto or such other form agreed to by the Developer, Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

“Construction Contracts” means the contracts for the construction of a Major Improvement Area Project. “Construction Contract” means any one of the Construction Contracts.

“Costs” means the Budgeted Costs or the Actual Costs of a Major Improvement Area Project as reflected in a Construction Contract, if different than the Budgeted Costs.

“Costs of Issuance Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

“Cost Overrun” means, with respect to each Major Improvement Area Project, the Actual Cost, as appropriate, of such Major Improvement Area Project in excess of the Budgeted Cost.

“Cost Underrun” has the meaning assigned such term in Section 4.04 hereof

“Development Agreement” means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City and CCD – Coit Land, LLC, approved by the City on August

10, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

“District” shall mean the Cross Creek Meadows Public Improvement District created April 11, 2023.

“Final Completion” means completion of a Major Improvement Area Project in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Improvement Area #1” means the initial improvement area to be developed and generally shown in Appendix A to the Service and Assessment Plan, as specifically depicted and described as the sum of all parcels shown in Appendix H to the Service and Assessment Plan.

“Indenture” means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of July 1, 2023 relating to the Bonds.

“Major Improvement Area” means the property within the District excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1 and generally depicted in Appendix A of the Service and Assessment Plan or any Annual Service Plan Update.

“Major Improvement Area Projects” mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B of the Service and Assessment Plan.

“Major Improvement Area Projects Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

“Major Improvements” means the Authorized Improvements which benefit all of the property within the District and as described in Section III.B of the Service and Assessment Plan.

“Plans” means the plans, specifications, schedules and related construction contracts for the Major Improvement Area Projects, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

“Project Fund” means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

“Service and Assessment Plan” means the Cross Creek Meadows Public Improvement District Service and Assessment Plan adopted by a City ordinance on June 13, 2023 by the City Council, prepared pursuant to the Act.

“Substantial Completion” means the time at which the construction of a Major Improvement Area Project (or specified segment, section or part thereof) has progressed to the point where such Major Improvement Area Project (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Major Improvement Area Project (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

ARTICLE II RECITALS

Section 2.01. The District and the Major Improvement Area Projects.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Major Improvement Area Projects.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance all or a portion of the Major Improvement Area Projects in accordance with the terms and limitations of the Indenture, the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) All Major Improvement Area Projects are eligible to be financed with proceeds of the Bonds and the Assessments to the extent specified herein.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(e) The Developer will undertake, oversee, or ensure the construction and development of the Major Improvement Area Projects for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Major Improvement Area Projects. The payment of Costs from the proceeds of the Bonds for such Major Improvement Area Projects shall be made from the Major Improvement Area Projects Account of the Project Fund established under the Indenture.

(c) The City's obligation with respect to the payment of the Costs of the Major Improvement Area Projects shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such Costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Major Improvement Area Projects, qualified, however, by the distribution of Cost Underrun monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Major Improvement Area Projects shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Major Improvement Area Projects required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(f) The Developer acknowledges that some funds may not be immediately available for reimbursement for Actual Costs submitted and approved with an approved Certification for Payment. Both parties acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund under the terms of the Indenture and this Agreement for the payment of such Actual Costs.

Section 3.02 Accounts. All disbursements from the Major Improvement Area Projects Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV

CONSTRUCTION OF THE MAJOR IMPROVEMENT AREA PROJECTS

Section 4.01. Duty of Developer to Construct.

(a) All Major Improvement Area Projects shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its

obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Major Improvement Area Projects in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Major Improvement Area Projects, to be acquired and accepted by the City, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Major Improvement Area Project and, upon completion, inspection, and acceptance, convey each such Major Improvement Area Project to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund or other funds or account created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Major Improvement Area Projects required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Major Improvement Area Projects shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Major Improvement Area Projects.

Section 4.04. Remaining Funds After Completion of a Major Improvement Area Project. Upon the Final Completion of a Major Improvement Area Project and payment of all outstanding invoices for such Major Improvement Area Project, if the Actual Cost of such Major Improvement Area Project is less than the Budgeted Cost of such Major Improvement Area Project (a “Cost Underrun”), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Major Improvement Area Project. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Major Improvement Area Projects and shall include this update in the next Annual Service Plan Update. Any Cost Underrun for any Major Improvement Area Project is available to pay Cost Overruns on any other Major Improvement Area Project.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “change orders”) required for the construction of the Major Improvement Area Projects. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of a Major Improvement Area Project, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City’s engineer prior to execution of the change order.

ARTICLE V ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund or the Major Improvement Area Projects Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for a Major Improvement Area Project from the Major Improvement Area Projects Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than ten (10) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund or the Major Improvement Area Projects Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for a Major Improvement Area Project.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on a Major Improvement Area Project until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Major Improvement Area Project identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development

Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the “Developer Compliance Requirements”). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative’s disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator’s fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the City shall direct the Trustee to make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Major Improvement Area Project.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the Major Improvement Area Projects Account of the Project Fund pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Major Improvement Area Project, unless a Cost Overrun

amount has been approved for a particular Major Improvement Area Project. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the City shall direct the Trustee to make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Major Improvement Area Project identified in such request for payment being paid, then the City shall direct the Trustee to hold the payment until work with respect to that Major Improvement Area Project has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the City shall direct the Trustee to make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the City shall direct the Trustee to make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Major Improvement Area Project to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Major Improvement Area Project is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Major Improvement Area Projects until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI

OWNERSHIP AND TRANSFER OF MAJOR IMPROVEMENT AREA PROJECT

Section 6.01. Major Improvement Area Project to be Owned by the City– Title Evidence. If required by the City, the Developer shall furnish to the City a preliminary title report for land with respect to a Major Improvement Area Project to be acquired and accepted by the City from

the Developer and not previously dedicated or otherwise conveyed to the City for review and approval at least thirty (30) calendar days prior to the transfer of title of a Major Improvement Area Project to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Major Improvement Area Project until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Major Improvement Area Project Constructed on City Land or Developer Land. If the Major Improvement Area Project is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Major Improvement Area Project. If the Major Improvement Area Project is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Major Improvement Area Project. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Major Improvement Area Project as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Major Improvement Area Project. The provisions for inspection and acceptance of such Major Improvement Area Project otherwise provided herein shall apply.

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer is a corporation duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Major Improvement Area Projects in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Major Improvement Area Projects.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the costs associated with the Major Improvement Area Projects, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Major Improvement Area Projects, the Developer covenants to maintain proper books of record and account for the construction of the Major Improvement Area Projects and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Major Improvement Area Projects have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Major Improvement Area Projects to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Major Improvement Area Projects within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of the Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “Tax Certificate”) containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax

regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, “Bond Proceeds”).

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquiries to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Major Improvement Area Projects) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN “INDEMNIFIED PARTY”), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE MAJOR IMPROVEMENT AREA PROJECTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER’S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE MAJOR IMPROVEMENT AREA PROJECTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE MAJOR IMPROVEMENT AREA PROJECTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER’S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE

MAJOR IMPROVEMENT AREA PROJECTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE MAJOR IMPROVEMENT AREA PROJECTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE “CLAIMS”). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER’S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Major Improvement Area Projects, the City agrees not to modify or supplement the Indenture without the approval of the

Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Major Improvement Area Projects is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Major Improvement Area Projects not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of a Major Improvement Area Project hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Major Improvement Area Projects. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof),

as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to a Major Improvement Area Project only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Major Improvement Area Projects, provided that the Developer shall receive payment of the Actual Costs of any Major Improvement Area Projects that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Major Improvement Area Projects not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Major Improvement Area Projects hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer. The City shall have no obligation to perform any work related to a Major Improvement Area Project or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Major Improvement Area Projects Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Major Improvement Area Projects in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) (“Force Majeure”), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing

additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Major Improvement Area Projects and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) 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, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, TX 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: Grayson Nastri
Taylor Morrison of Texas, Inc.
6735 Salt Cedar Way Building 1, Suite 200
Frisco, Texas 75034

With a copy to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

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.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for a Major Improvement Area Project, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Major Improvement Area Project. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee’s express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a

separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. 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, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the parties, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years and upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement or the Development Agreement, this Agreement and the Development Agreement shall not terminate with respect to the Costs of the Major Improvement Area Projects that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, 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 will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel,’ a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 9.16. Not a Listed Company. 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of 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. As used in this Section, the Developer understands ‘affiliate’ to mean an

entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.17. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.18. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii)

refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of June 13, 2023.

CITY OF CELINA, TEXAS

By: _____
Name: Karla Stovall
Title: Assistant City Manager

ATTEST:

Name: Lauren Vaughns
Title: City Secretary

(City Seal)

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

Exhibit A**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for Taylor Morrison of Texas, Inc., (the “Developer”) and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Major Improvement Area Projects Account of the Project Fund] (as defined in the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement) from U.S. Bank Trust Company, National Association, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Cross Creek Meadows Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture (as defined in the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund and/ or the Major Improvement Projects Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in a Major Improvement Area Project.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B**CERTIFICATION FOR PAYMENT FORM – MAJOR IMPROVEMENT AREA PROJECTS**

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for Taylor Morrison of Texas, Inc., (the “Developer”) and requests payment from the Major Improvement Area Projects Account of the Project Fund from U.S. Bank Trust Company, National Association (the “Trustee”) in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Major Improvement Area Projects related to the Cross Creek Meadows Public Improvement District:

[insert specific Major Improvement Area Project this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement.

In connection with this Certification for Payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested herein for the Major Improvement Area Project(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Major Improvement Area Project(s) below are a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Major Improvement Area Project(s) identified above, and such costs are (i) in compliance with the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, and (ii) consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Major Improvement Area Project(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Major Improvement Area Project(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Major Improvement Area Project(s) identified above being paid, then the work with respect to the Major Improvement Area Project(s) have been completed and the City has inspected AND accepted the Major Improvement Area Project(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Major Improvement Area Project	Total Cost of Major Improvement Project	Budgeted Cost of Major Improvement Area Project	Amount to be paid from the Project Fund

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Major Improvement Area Project (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Cross Creek Meadows Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Major Improvement Area Projects.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E-1
SF LANDOWNER AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

MAJOR IMPROVEMENT AREA SF LANDOWNER AGREEMENT

This **MAJOR IMPROVEMENT AREA SF LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of June 13, 2023, between the City of Celina, Texas (the “City”), and VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Major Improvement Area Assessed Property described by a metes and bounds description attached as **Exhibit A** to this Agreement (the “Landowner’s Parcel”) and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within the Major Improvement Area of the Cross Creek Meadows Public Improvement District (the “District”) in the extraterritorial jurisdiction of the City; and

WHEREAS, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) relating to the Major Improvement Area Projects and has approved the Cross Creek Meadows Public Improvement District Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Major Improvement Area Assessed Property in the Major Improvement Area of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Major Improvement Area Projects.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

APPROVAL OF AGREEMENTS

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, the boundaries of the Landowner’s Parcel, which are located within the Major Improvement Area of the District, and the location and development of the Major Improvement Area Projects on the Landowner’s Parcel and on the property within and outside the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Major Improvement Area Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) the Assessments levied on Landowner's Parcel in the Major Improvement Area of the District (the "Major Improvement Area Assessments") as shown on the Major Improvement Area Assessment Roll, as the Major Improvement Area Assessment Roll may be updated or amended from time to time;

(ii) the Major Improvement Area Projects specially confer a benefit on the Major Improvement Area of the District, and the Landowner's Parcel, in an amount at least equal to the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property, including the Landowner's Parcel, within the Major Improvement Area of the District, as such Major Improvement Area Assessment is shown on the Major Improvement Area Assessment Roll;

(iii) the Major Improvement Area Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property, including the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property owned by the Landowner and any subsequent owner of the Landowner's Parcel when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) the Major Improvement Area Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Parcels constituting the Major Improvement Area Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Major Improvement Area Assessed Property regardless of whether such owner is named;

(vi) the Major Improvement Area Assessment lien on the Major Improvement Area Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Major Improvement Area Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Major Improvement Area Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the "PID Act");

(viii) the owner of any Major Improvement Area Assessed Property may pay at any time the entire Major Improvement Area Assessment, with interest that has accrued on the Major Improvement Area Assessment, on any parcel in the Major Improvement Area Assessed Property;

(ix) the Annual Installments of the Major Improvement Area Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Major Improvement Area Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein;

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

(xi) Landowner and any subsequent owner of the Landowner's Parcel is responsible for prepayments required by the Service and Assessment Plan.

C. Mandatory Prepayment of Major Improvement Area Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, any purchaser, transferee or other subsequent owner shall take such Major Improvement Area Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan; and

(ii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Major Improvement Area Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit B to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to

subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

II. OWNERSHIP AND CONSTRUCTION OF MAJOR IMPROVEMENT AREA PROJECTS

A. Ownership and Transfer of Major Improvement Area Projects. Landowner acknowledges that the Major Improvement Area Projects and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Major Improvement Area Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City (upon a Landowner request) or Landowner (upon a City request) and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Major Improvement Area Projects on the property owned by the Landowner within the District, to stage on the property owned by the Landowner within the District construction trailers, building materials and equipment to be used in connection with such construction of the Major Improvement Area Projects and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Major Improvement Area Projects. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Major Improvement Area Projects cause such owner of any of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Major Improvement Area Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Amended and Restated Development Agreement (Tuscany Estates) by and between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as assigned and as may be amended (the "Development Agreement"), or other agreement, with respect to the Major Improvement Area Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement or under any law or principles of equity concerning the Major Improvement Area Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Major Improvement Area Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Major Improvement Area Assessments and the priority of the lien related to the Major Improvement Area Assessments as described in this Agreement, or (iii) the construction of the Major Improvement Area Projects on property within the Major Improvement Area of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Major Improvement Area Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Major Improvement Area Projects.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Landowner:	VPTM Cross Creek LB LLC c/o Varde Partners, Inc. 901 Marquette Avenue South, Suite 3300 Minneapolis, Minnesota 55402
With a copy to:	Taylor Morrison of Texas, Inc. Attn: Grayson Nastri and Dusty Dellinger 6735 Salt Cedar Way Building 1, Suite 200 Frisco, Texas 75034
And to:	Attn: Drew Slone Locke Lord LLP 2200 Ross Avenue Suite 2800 Dallas, Texas 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication

so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Major Improvement Area Assessment Revenues of the City or any part thereof to finance the costs of the Major Improvement Area Projects, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Major Improvement Area Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Major Improvement Area Assessed Property upon payment in full of the Major Improvement Area Assessment(s) against such Major Improvement Area Assessed Property.

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required, the Landowner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this 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 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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 Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, 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 Federal law and excludes the Landowner and any of its respective parent companies, 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 Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Landowner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Mayor

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on _____, 2023 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

LANDOWNER:
VPTM CROSS CREEK LB LLC,
 a Delaware limited liability company

By: VP Caravan NoteCo LLC,
 Its sole Member

By: Varde Partners, Inc.,
 Its Manager

By: _____
 Name: _____
 Title: _____

STATE OF MINNESOTA §
 §
 COUNTY OF HENNEPIN §

This instrument was acknowledged before me on _____, 2023 by _____, the _____ of Varde Partners, Inc., the Manager of VP Caravan NoteCo LLC, the sole Member of VPTM CROSS CREEK LB LLC, a Delaware limited liability company, on behalf thereof.

(SEAL)

 Notary Public, State of Minnesota

 Name printed or typed
 Commission Expires: _____

[Signature Page Landowner Agreement]

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

TRACT 1:

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North $89^{\circ} 55' 09''$ West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South $89^{\circ} 57' 13''$ West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North $00^{\circ} 41' 13''$ West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North $89^{\circ} 57' 13''$ East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of $41^{\circ} 49' 17''$, a radius of 138.00 feet and a chord that bears North $69^{\circ} 02' 35''$ East, a distance of 98.51 feet;
2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of $42^{\circ} 53' 15''$, a radius of 50.00 feet and a chord that bears North $26^{\circ} 41' 20''$ East, a distance of 36.56 feet;
3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of $08^{\circ} 41' 54''$, a radius of 870.00 feet and a chord that bears North $09^{\circ} 35' 39''$ East, a distance of 131.95 feet to a point at the end of said curve;
4. North $22^{\circ} 42' 33''$ East, a distance of 149.29 feet;
5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of $13^{\circ} 06' 46''$, a radius of 860.00 feet and a chord that bears North $30^{\circ} 22' 42''$ East, a distance of 196.39 feet;
6. North $36^{\circ} 56' 04''$ East, a distance of 200.15 feet;
7. With a curve to the left, having an arc length of 115.58 feet, a central angle of $08^{\circ} 56' 56''$, a radius of 740.00 feet and a chord that bears North $32^{\circ} 27' 36''$ East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North $69^{\circ} 16' 57''$ West, a distance of 236.91 feet;

2. South 89° 46' 08" West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.

TRACT 2:

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;
2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;
3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;
4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;
5. South 60° 17' 09" West, a distance of 14.82 feet;
6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;
7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;
8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;
9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;
10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;
11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;
12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;

- 13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;
- 14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;

- 15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;
- 16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;
- 17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;
- 18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;
- 19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;
- 20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;
- 21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;
- 22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;
- 23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;
- 24. North 01° 18' 07" West, a distance of 634.58 feet;
- 25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;
- 26. With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

EXHIBIT B HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit B, the recorded Notice to Subsequent Purchasers in the form attached to the Cross Creek Meadows Public Improvement District Service and Assessment Plan are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall execute and provide the Recorded Notices upon the sale of a dwelling unit within the District.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City’s request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT E-2
BTR LANDOWNER AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

MAJOR IMPROVEMENT AREA BTR LANDOWNER AGREEMENT

This **MAJOR IMPROVEMENT AREA BTR LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of June 13, 2023, between the City of Celina, Texas (the “City”), and BTR at Cross Creek Meadows LLC, a Delaware limited liability company (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Major Improvement Area Assessed Property described by a metes and bounds description attached as **Exhibit A** to this Agreement (the “Landowner’s Parcel”) and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within the Major Improvement Area of the Cross Creek Meadows Public Improvement District (the “District”) in the extraterritorial jurisdiction of the City; and

WHEREAS, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) relating to the Major Improvement Area Projects and has approved the Cross Creek Meadows Public Improvement District Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Major Improvement Area Assessed Property in the Major Improvement Area of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Major Improvement Area Projects.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

APPROVAL OF AGREEMENTS

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

- (i) the creation and boundaries of the District, the boundaries of the Landowner’s Parcel, which are located within the Major Improvement Area of the District, and the location and development of the Major Improvement Area Projects on the Landowner’s Parcel and on the property within and outside the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Major Improvement Area Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) the Assessments levied on Landowner's Parcel in the Major Improvement Area of the District (the "Major Improvement Area Assessments") as shown on the Major Improvement Area Assessment Roll, as the Major Improvement Area Assessment Roll may be updated or amended from time to time;

(ii) the Major Improvement Area Projects specially confer a benefit on the Major Improvement Area of the District, and the Landowner's Parcel, in an amount at least equal to the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property, including the Landowner's Parcel, within the Major Improvement Area of the District, as such Major Improvement Area Assessment is shown on the Major Improvement Area Assessment Roll;

(iii) the Major Improvement Area Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property, including the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property owned by the Landowner and any subsequent owner of the Landowner's Parcel when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) the Major Improvement Area Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Parcels constituting the Major Improvement Area Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Major Improvement Area Assessed Property regardless of whether such owner is named;

(vi) the Major Improvement Area Assessment lien on the Major Improvement Area Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Major Improvement Area Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Major Improvement Area Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the "PID Act");

(viii) the owner of any Major Improvement Area Assessed Property may pay at any time the entire Major Improvement Area Assessment, with interest that has accrued on the Major Improvement Area Assessment, on any parcel in the Major Improvement Area Assessed Property;

(ix) the Annual Installments of the Major Improvement Area Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Major Improvement Area Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein;

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

(xi) Landowner and any subsequent owner of the Landowner's Parcel is responsible for prepayments required by the Service and Assessment Plan.

C. Mandatory Prepayment of Major Improvement Area Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, any purchaser, transferee or other subsequent owner shall take such Major Improvement Area Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan; and

(ii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Major Improvement Area Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit B to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to

subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

II. OWNERSHIP AND CONSTRUCTION OF MAJOR IMPROVEMENT AREA PROJECTS

A. Ownership and Transfer of Major Improvement Area Projects. Landowner acknowledges that the Major Improvement Area Projects and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Major Improvement Area Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City (upon a Landowner request) or Landowner (upon a City request) and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Major Improvement Area Projects on the property owned by the Landowner within the District, to stage on the property owned by the Landowner within the District construction trailers, building materials and equipment to be used in connection with such construction of the Major Improvement Area Projects and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Major Improvement Area Projects. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Major Improvement Area Projects cause such owner of any of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Major Improvement Area Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Amended and Restated Development Agreement (Tuscany Estates) by and between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as assigned and as may be amended (the "Development Agreement"), or other agreement, with respect to the Major Improvement Area Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement or under any law or principles of equity concerning the Major Improvement Area Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Major Improvement Area Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Major Improvement Area Assessments and the priority of the lien related to the Major Improvement Area Assessments as described in this Agreement, or (iii) the construction of the Major Improvement Area Projects on property within the Major Improvement Area of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Major Improvement Area Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Major Improvement Area Projects.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Landowner:	VPTM Cross Creek LB LLC c/o Varde Partners, Inc. 901 Marquette Avenue South, Suite 3300 Minneapolis, Minnesota 55402
With a copy to:	Taylor Morrison of Texas, Inc. Attn: Grayson Nastri and Dusty Dellinger 6735 Salt Cedar Way Building 1, Suite 200 Frisco, Texas 75034
And to:	Attn: Drew Slone Locke Lord LLP 2200 Ross Avenue Suite 2800 Dallas, Texas 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication

so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Major Improvement Area Assessment Revenues of the City or any part thereof to finance the costs of the Major Improvement Area Projects, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Major Improvement Area Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Major Improvement Area Assessed Property upon payment in full of the Major Improvement Area Assessment(s) against such Major Improvement Area Assessed Property.

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required, the Landowner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this 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 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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 Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, 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 Federal law and excludes the Landowner and any of its respective parent companies, 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 Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Landowner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Mayor

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on _____, 2023 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

LANDOWNER:
BTR AT CROSS CREEK MEADOWS LLC,
 a Delaware limited liability company

By: TMVP BTR T1L1, LLC,
 Its sole Member

By: TMVP BTR T1, LLC,
 Its Sole Member

By: TMVP BTR Venture LLC,
 Its Sole Member

By: TM BTR Venture LLC,
 Its Manager

By: _____

Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by _____,
 _____ of TM BTR Venture, LLC, the sole Member of TMVP BTR Venture, LLC, the
 sole Member of TMVP BTR T1, LLC, the sole Member of TMVP BTR T1L1, LLC, on behalf of
 said company.

(SEAL)

 Notary Public, State of _____

 Name printed or typed

Commission Expires: _____

[Signature Page to Landowner Agreement]

Attachment: Draft Ordinance (Cross Creek Meadows MIA – Bond Ordinance)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

BEING all that certain tract of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, and being a part of a called 103.44 acre tract of land called Fifth Tract described in the deed to Albertie Malone, recorded in Volume 423, Page 402, Deed of Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for the Southwest corner of said 103.44 acre tract of land, from which a 1/4-inch iron rod found for an angle point on a tract of land called 44.25 acres in deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas, bears S00°41'13"E, a distance of 30.00 feet;

THENCE N00°41'13"W, with the West line of said 103.44 acre tract of land, same being the Easterly line of a tract of land called 41.549 acre tract of land conveyed to Joseph A. Miller, recorded in Instrument No. 20160506000552620, Official Public Records of Collin County, Texas, a distance of 842.05 feet to a capped iron rod set;

THENCE severing said 103.44 acre tract of land following Nine (9) courses:

1. N89°46'08"E, a distance of 1292.70 feet to a capped iron rod set;
2. S69°16'57"E, a distance of 236.91 feet to a capped iron rod set;
3. Along a curve to the right, having a radius of 740.00 feet, an arc length of 115.58 feet, a delta angle of 08°56'56", and a chord which bears S32°27'36"W a distance of 115.46 feet to a capped iron set for a point of tangency;
4. S36°56'04"W, a distance of 200.15 feet to a capped iron rod set for a point of curvature;
5. Along a curve to the right, having a radius of 860.00 feet, an arc length of 196.82 feet, a delta angle of 13°06'46", and a chord which bears S30°22'42"W a distance of 196.39 feet to a capped iron set for a point of tangency;
6. S22°42'33"W, a distance of 149.29 feet to a capped iron rod set for a point of curvature;
7. Along a curve to the left, having a radius of 870.00 feet, an arc length of 132.08 feet, a delta angle of 08°41'54", and a chord which bears S09°35'39"W a distance of 131.95 feet to a capped iron set for a point of curvature;
8. Along a curve to the right, having a radius of 50.00 feet, an arc length of 37.43 feet, a delta angle of 42°53'15", and a chord which bears S26°41'20"W a distance of 36.56 feet to a capped iron set for a point of curvature;

9. Along a curve to the right, having a radius of 138.00 feet, an arc length of 100.73 feet, a delta angle of $41^{\circ}49'17''$, and a chord which bears $S69^{\circ}02'35''W$ a distance of 98.51 feet to a capped iron set for a point of tangency;

THENCE $S89^{\circ}57'13''W$, along the Southerly line of said 103.44 acre tract of land, also being the Northerly line of County Road 90, a distance of 1034.60 feet to the POINT OF BEGINNING containing 24.976 acres of land, more or less.

EXHIBIT B HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit B, the recorded Notice to Subsequent Purchasers in the form attached to the Cross Creek Meadows Public Improvement District Service and Assessment Plan are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall execute and provide the Recorded Notices upon the sale of a dwelling unit within the District.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City’s request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Karla Stovall, Acting City Manager
Date: June 13, 2023
Re: Cross Creek Meadows IA #1 - Bond Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (Cross Creek Meadows IA #1 – Bond Ordinance) (Pollard)

Background Information:

The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:

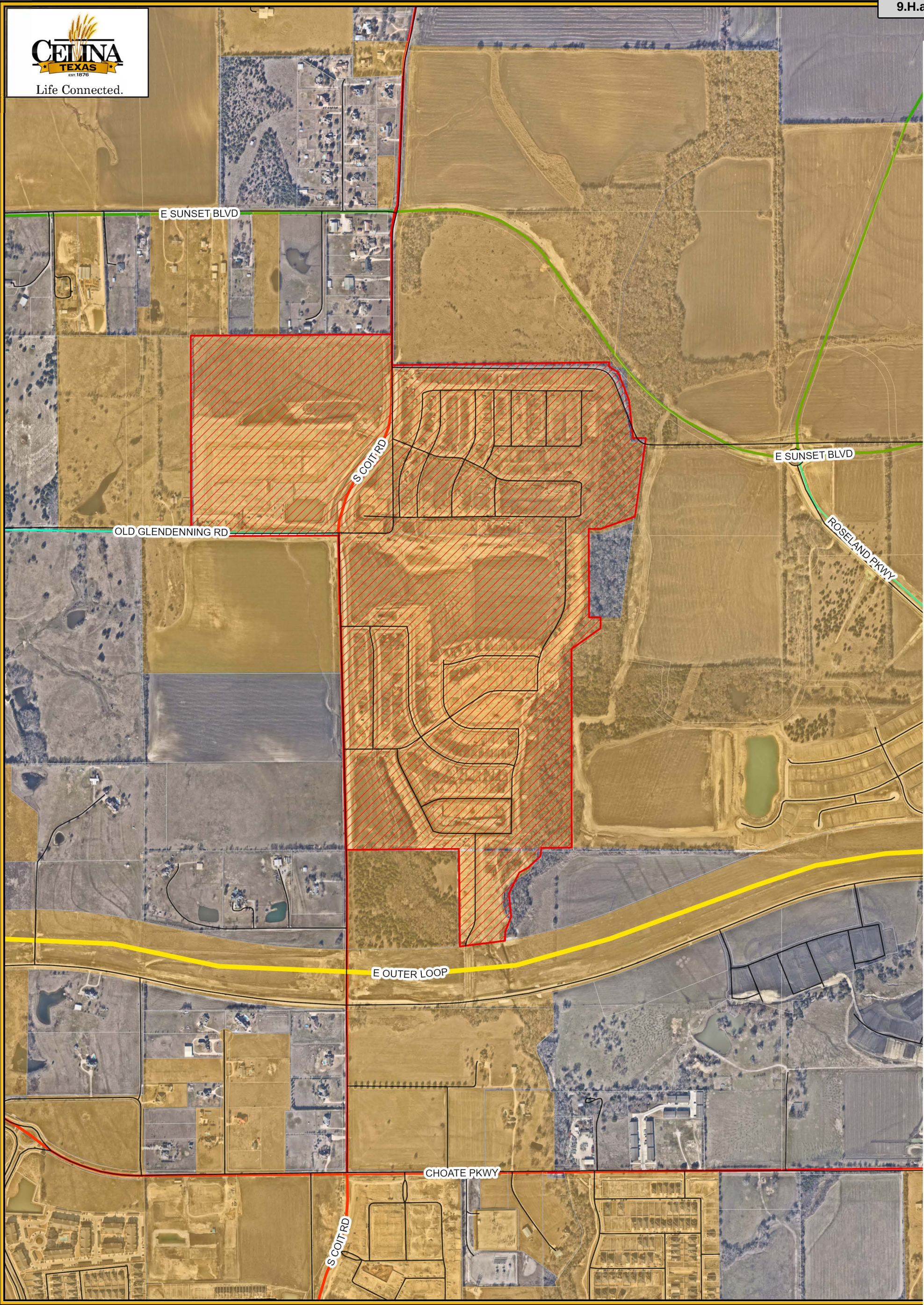
This item has been reviewed by the City Attorney.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

Staff recommends approval.

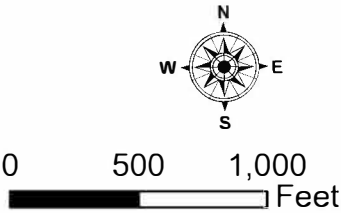


Attachment: Location Map (Cross Creek Meadows IA #1 – Bond Ordinance)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cross Creek Meadows
Location Map
City of Celina



ORDINANCE NO. 2023-__**AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.**

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Cross Creek Meadows Public Improvement District" (the "District"), pursuant to Resolution No. 2023-31R adopted by the City Council of the City (the "City Council") on April 11, 2023; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on June 13, 2023, regarding the levy of special assessments against benefitted property located within Improvement Area #1 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-__ (the "Assessment Ordinance") on June 13, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Cross Creek Meadows Public Improvement District Service and Assessment Plan, dated June 13, 2023 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll that is attached to the Service and Assessment Plan as Appendix H; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Improvement Area #1 Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms, and provisions of a Construction, Funding, and Acquisition Agreement (defined below), (vii) approve the form,

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

terms, and provisions of a Landowner Agreement (defined below); and (viii) approve the form, terms, and provisions of a Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the aggregate principal amount of \$____,____ for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area Projects #1, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of July 1, 2023, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A**, which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc., (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or

amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary, is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding and Acquisition Agreement" (the Construction, Funding, and Acquisition Agreement) between the City and Taylor Morrison of Texas, Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. That certain "Improvement Area #1 Landowner Agreement" (the Landowner Agreement) between the City and the VPTM Cross Creek LB, LLC, is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purpose of

this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Reimbursement Agreement. That certain Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement (the "Reimbursement Agreement") between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit F** which is incorporated herein as a part hereof for all purposes and the City manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 8. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 13. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 14. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

PASSED AND ADOPTED, this June 13, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF JULY 1, 2023

SECURING

\$ _____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

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EXHIBIT A	A- 1

INDENTURE OF TRUST

THIS INDENTURE, dated as of July 1, 2023 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the city limits of the City to be known as Cross Creek Meadows Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on April 11, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-31R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on April 17, 2023 the City Secretary filed a copy of Resolution 2023-31R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after April 11, 2023; and

WHEREAS, on April 11, 2023, the City Council by Resolution No. 2023-33R made findings and determinations relating to the Actual Costs of certain Improvement Area #1 Projects, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for May 9, 2023 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the May 9, 2023 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on April 24, 2023, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan, the Improvement Area #1 Assessment Roll, and the levy of the Assessments on the property within Improvement Area #1 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #1 Assessment Roll, the Service

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and Assessment Plan and the levy of the Assessments on the property within Improvement Area #1 of the District, to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on May 9, 2023 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Improvement Area #1 Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Improvement Area #1 Projects, the purposes of the Assessments, the special benefits of the Improvement Area #1 Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and then the City Council recessed such public hearing until June 13, 2023; and

WHEREAS, on June 13, 2023, the City Council reconvened the public hearing first opened on May 9, 2023, as referenced above, and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Improvement Area #1 Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Improvement Area #1 Projects, the purposes of the Assessments, the special benefits of the Improvement Area #1 Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Improvement Area #1 Projects, the Improvement Area #1 Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2023-___, which levied the Assessments, and approved the Service and Assessment Plan, including the Improvement Area #1 Assessment Roll, in conformity with the requirements of the PID Act; and;

WHEREAS, the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance not later than the seventh day after the date the City Council approved the Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable, from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)", such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of

under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” mean, with respect to an Improvement Area #1 Project, the demonstrated, reasonable, allocable, and allowable costs of constructing such Improvement Area #1 Project, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Improvement Area #1 Project, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Improvement Area #1 Project, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #1 Project, (d) the costs for external professional costs associated with such Improvement Area #1 Project, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Improvement Area #1 Project, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses.

“Additional Bonds” means the additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2(c) of this Indenture.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

“Additional Interest Reserve Account” means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

“Additional Interest Reserve Requirement” means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in

whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within the District, in accordance with the PID Act.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds Similarly Secured, (v) paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee fees and expenses relating to the Bonds Similarly Secured, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Improvement Area #1 Projects. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Assessments collected for Administrative Expenses and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“Administrator” means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Improvement Area #1 Assessment Roll attached to the Service and Assessment Plan as Appendix H and related to the Improvement Area #1 Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

“Annual Service Plan Update” means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessed Parcel” means each parcel of land located within Improvement Area #1 of the District, against which an Assessment is levied by the Assessment Ordinance, in accordance with the Service and Assessment Plan.

“Assessed Property” means, collectively, all Assessed Parcels.

“Assessment Ordinance” means, Ordinance No. 2023-___ adopted by the City Council on June 13, 2023, which levied the Assessments on the Assessed Property located within Improvement Area #1 of the District.

“Assessments” means, the aggregate assessments, shown on the Improvement Area #1 Assessment Roll. The singular of such term means the Assessment levied against an Assessed Parcel, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Authorized Denomination” means \$100,000 and any integral multiple of \$1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than \$100,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including, but not limited to the Improvement Area #1 Projects, listed in Section III of the Service and Assessment Plan.

“Bond” means any of the Bonds.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the respective series of the Bonds Similarly Secured by Section 3.2 of this Indenture.

“Bond Fund” means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

“Bond Ordinance” means Ordinance No. 2023-___ adopted by the City Council on June 13, 2023, authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Pledged Revenue Account” means the Account of such name established pursuant to Section 6.1.

“Bond Similarly Secured” means any of the Bonds Similarly Secured.

“Bonds” means the City’s bonds authorized to be issued by Section 3.1(a) of this Indenture entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)”.

“Bonds Similarly Secured” means the Outstanding Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

“Capitalized Interest Account” means the Account of such name established pursuant to Section 6.1.

“Certification for Payment” means a certificate substantially in the form of Exhibit B to the Improvement Area #1 Construction, Funding, and Acquisition Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Improvement Area #1 Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Improvement Area #1 Construction, Funding, and Acquisition Agreement and Section 6.5 herein.

“City Certificate” means a certificate signed by a City Representative and delivered to the Trustee.

“City Representative” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“Closing Date” means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is July 11, 2023.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Costs of Issuance Account” means the Account of such name established pursuant to Section 6.1.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Developer” means, Taylor Morrison of Texas, Inc. and its successors and assigns.

“District Administration Account” means the Account of such name established pursuant to Section 6.1.

“Developer Reimbursement Pledged Revenue Account” means the Account of such name established pursuant to Section 6.1.

“Development Agreement” means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City and CCD – Coit Land, LLC, effective August 17, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Improvement Area #1” means the initial phase to be developed in the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

“Improvement Area #1 Assessment Roll” means the assessment roll attached as Appendix H to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds Similarly Secured and the Improvement Area #1 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Improvement Area #1 Construction, Funding, and Acquisition Agreement” means the “Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement” by and between the City and the Developer dated as of June 13, 2023, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Improvement Area #1 Projects within the District, the issuance of bonds, and other matters related thereto.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit property within Improvement Area #1 of the District, as described in Section III.C of the Service and Assessment Plan.

"Improvement Area #1 Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Improvement Area #1 Major Improvements" means the pro rata portion of the Major Improvements allocable to Improvement Area #1.

"Improvement Area #1 Major Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Improvement Area #1 Projects" means, collectively, (i) the Improvement Area #1 Improvements and (ii) the Improvement Area #1 Major Improvements.

"Improvement Area #1 Reimbursement Agreement" means the "Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement" between the City and the Developer, dated as of June 13, 2023, which provides for the reimbursement of costs to the Developer for funds advanced by the Developer and used to pay a portion of the costs of the Improvement Area #1 Projects and other matters related thereto.

"Indenture" means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on September 1, 2023.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvements" means the Authorized Improvements which benefit all of the property within the District subject to assessments.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

“Minor Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

“Outstanding” means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

“Owner” means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“PID Act” means Texas Local Government Code, Chapter 372, as amended.

“Pledged Funds” means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenue Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

“Pledged Revenues” means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Principal and Interest Account” means the Account of such name established pursuant to Section 6.1.

“Project Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means the initial purchaser of each series of the Bonds Similarly Secured.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Rebate Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“Record Date” means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“Redemption Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption, unless otherwise provided in a Supplemental Indenture.

“Refunding Bonds” means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

“Register” means the register specified in Article III of this Indenture.

“Reimbursement Fund” means that fund of such name established pursuant to Section 6.1.

“Reimbursement Payment Request” means a certificate substantially in the form of Exhibit A attached to the Improvement Area #1 Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee requesting reimbursement for the Actual Costs of the Improvement Area #1 Projects from money on deposit in the Reimbursement Fund as further described in Section 6.12 herein.

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is \$_____, which is an amount equal to the _____ on the Bonds as of the Closing Date. The Reserve Account Requirement shall be adjusted in accordance with Section 13.2, in the event an additional series of Bonds Similarly Secured is hereafter issued.

“Reserve Fund” means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Service and Assessment Plan” means the “Cross Creek Meadows Public Improvement District Service and Assessment Plan” dated June 13, 2023, including the Improvement Area #1 Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Stated Maturity” means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or prepayment.

“Substantial Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of the Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS
SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated July 11, 2023 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Years</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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<u>Years</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (i) a certified copy of the Assessment Ordinance;
- (ii) a certified copy of the Bond Ordinance;
- (iii) a copy of the executed Improvement Area #1 Construction, Funding, and Acquisition Agreement;
- (iv) a copy of the executed Improvement Area #1 Reimbursement Agreement;
- (v) a copy of this Indenture executed by the Trustee and the City; and
- (vi) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all bonds for such maturity of such series of the Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond

Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

September 1, 20__
 September 1, 20__
 September 1, 20__
 September 1, 20__
 September 1, 20__
 September 1, 20__
 September 1, 20__*

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(ii) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The Bonds.

(i) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price of par, plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount and on a date specified in a City Certificate, at 100% of the principal amount of such Bonds Similarly Secured, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture, any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of \$1,000 or any integral multiple thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by \$1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured, as applicable, of such series to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed

for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each respective Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of

the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund;
- (vii) Administrative Fund; and
- (viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account; and
- (B) Developer Reimbursement Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Improvement Area #1 Improvements Account;
- (B) Improvement Area #1 Major Improvements Account; and

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(C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: \$_____;

Fund: (B) to the Improvement Area #1 Improvements Account of the Project \$_____;

(C) to the Improvement Area #1 Major Improvements Account of the Project Fund: \$_____;

(D) to the Costs of Issuance Account of the Project Fund: \$_____;

(E) to the Reserve Account of the Reserve Fund: \$_____; and

(F) to the District Administration Account of the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2024, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an

amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Improvement Area #1 Projects that have been paid by the Developer (including any accrued interest) pursuant to the terms of the Improvement Area #1 Reimbursement Agreement, (v) fifth, to pay Actual Costs of the Improvement Area #1 Projects, and (vi) sixth, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Subject to the provisions of the Improvement Area #1 Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Improvement Area #1 Projects that are paid by the Developer, and once all amounts deposited into the Improvement Area #1 Improvements Account, and Improvement Area #1 Major Improvements Account of the Project Fund have been disbursed, the Trustee shall, pursuant to a completed Reimbursement Payment Request, withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds it paid to fund Actual Costs of the Improvement Area #1 Projects, including any accrued interest. When all amounts due to the Developer to pay it for the funds it used to pay for Actual Costs of the Improvement Area #1 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture, the Improvement Area #1 Reimbursement Agreement, and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed. In the event that the Developer Reimbursement Pledged Revenue Account is closed pursuant to the terms of this Section, any remaining balance in the Developer Reimbursement Pledged Revenue Account shall be transferred to the Pledged Revenue Fund and applied in accordance with the priorities set forth in Section 6.3(a) above.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account.

(h) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount (\$)</u>
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Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Area #1 Improvements Account or the Improvement Area #1 Major Improvements Account of the Project Fund, as directed by the City pursuant to a City Certificate, or if both of the Improvement Area #1 Improvements Account and Improvement Area #1 Major Improvements Account have been

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closed as provided in Section 6.5(f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof. Money on deposit in the Improvement Area #1 Improvements Account of the Project Fund shall only be used to pay Actual Costs of Improvement Area #1 Improvements and money on deposit in the Improvement Area #1 Major Improvements Account of the Project Fund shall only be used to pay Actual Costs of Improvement Area #1 Major Improvements.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Improvement Area #1 Projects shall be made by the Trustee upon receipt by the Trustee of either properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Improvement Area #1 Improvements Account or the Improvement Area #1 Major Improvements Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Improvement Area #1 Construction, Funding, and Acquisition Agreement. Such provisions and procedures related to such disbursements contained in the Improvement Area #1 Construction, Funding, and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #1 Improvements Account of the Project Fund or the Improvement Area #1 Major Improvements Account of the Project Fund are not expected to be expended for purposes of such Account due to the abandonment, or constructive abandonment of the Improvement Area #1 Improvements or the Improvement Area #1 Major Improvements, as applicable, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #1 Improvements Account of the Project Fund or the Improvement Area #1 Major Improvements Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Developer and the Trustee which identifies the amounts then on deposit in the Improvement Area #1 Improvements Account of the Project Fund and/or the Improvement Area #1 Major Improvements Account of the Project Fund, as applicable, that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Improvement Area #1 Improvements Account of the Project Fund and/or the Improvement Area #1 Major Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Improvement Area #1 Improvements have been completed and that all Actual Costs of the Improvement Area #1 Improvements have been paid, or that any such Actual Costs of the Improvement Area #1 Improvements are not required to be paid from the Improvement Area #1 Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee (i) shall transfer the

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amount, if any, remaining within the Improvement Area #1 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) shall close the Improvement Area #1 Improvements Account. Upon the filing of a City Certificate stating that all Improvement Area #1 Major Improvements have been completed and that all Actual Costs of the Improvement Area #1 Major Improvements have been paid, or that any such Actual Costs of the Improvement Area #1 Major Improvements are not required to be paid from the Improvement Area #1 Major Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Improvement Area #1 Major Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) shall close the Improvement Area #1 Major Improvements Account. If the Improvement Area #1 Improvements Account and the Improvement Area #1 Major Improvements Account have been closed as provided above and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than six months following each respective Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred first to another Account of the Project Fund and used to pay Actual Costs and second to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, or otherwise as directed by the City in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2024, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged

Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Improvement Area #1 Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three

years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and each respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to insure that an investment it is directed to

purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be disbursed to the Developer, once all amounts deposited into the Improvement Area #1 Improvements Account and Improvement Area #1 Major Improvements Account of the Project Fund have been disbursed, to reimburse the Actual Costs of the Improvement Area #1 Projects previously paid by the Developer, as evidenced by a Certification for Payment. Disbursements shall be made pursuant to this section and the Improvement Area #1 Reimbursement Agreement, based upon approval of a Reimbursement Payment Request by the City Representative. The Reimbursement Payment Request in the form attached as Exhibit A to the Improvement Area #1 Reimbursement Agreement is hereby incorporated into this Indenture. When all amounts due to the Developer to pay it for the funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed. In the event that the Reimbursement Fund is closed pursuant to the terms of this Section, any remaining balance in the Reimbursement Fund and in any Account therein shall be transferred to the Pledged Revenue Fund and applied in accordance with the priorities set forth in Section 6.3(a) above.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may Improvement Area #1 Indenture of Trust

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be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects in accordance with the Improvement Area #1 Reimbursement Agreement and/or the Improvement Area #1 Construction, Funding, and Acquisition Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects in accordance with the Improvement Area #1 Reimbursement Agreement and/or the Improvement Area #1 Construction, Funding, and Acquisition Agreement remain outstanding and unpaid, it will

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keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are

delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of the Bonds Similarly Secured until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in

the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in

connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #1 Projects.

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The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, Improvement Area #1 Indenture of Trust

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obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No Improvement Area #1 Indenture of Trust

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such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Additional Bonds or Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this subsection (a), (b)(i), (b)(ii), (b)(iii), or (b)(v) shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect without the consent of the Owners, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least a majority in aggregate principal amount of the Bonds Similarly Secured then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee

such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond

Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a

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waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured or Additional Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate or subordinate obligations authorized pursuant to the terms of this Indenture, and will not do or omit

to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, to finance the Actual Costs of the Improvement Area #1 Projects or to pay amounts due to the Developer pursuant to the Improvement Area #1 Reimbursement Agreement, but only in accordance with the conditions set forth below:

(i) The Trustee shall receive a certificate from the City Representative certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement, the Improvement Area #1 Construction, Funding and Acquisition Agreement, or the Improvement Area #1 Reimbursement Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Improvement Area #1 Reimbursement Agreement, the Improvement Area #1 Construction, Funding and Acquisition Agreement, the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Bonds Similarly Secured or Additional Obligations, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate from the Developer, through an authorized representative, certifying that no less than 220 single-family lots located within Improvement Area #1 of the District: (A) contain completed single-family homes or (B) have been issued a building permit by the City;

(v) The principal (including sinking fund installments) of the Additional Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vi) The interest on the Additional Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(vii) The Reserve Account Requirement shall be increased by an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date of such series of Additional Bonds; provided, however, that the Reserve Account Requirement will not be increased by more than 10% of the principal amount of the Additional Bonds (or if the Additional Bonds are issued with more than 2% net original issue discount or premium, 10% of the proceeds of

Improvement Area #1 Indenture of Trust

134435324.12

the Additional Bonds); provided further, however, the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds Similarly Secured or the combined original issue price of the Bonds Similarly Secured;

(viii) The issuance of such Additional Bonds shall not cause the amount of the Annual Installments to be collected in any given year following the issuance of such Additional Bonds to exceed the amount of the Annual Installments to be collected in such year, as stated in the Assessment Roll, as of the issuance of the Bonds; and

(ix) The maximum principal amount of Additional Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Improvement Area #1 Reimbursement Agreement and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) Notwithstanding the provisions of Section 13.2(c) above, Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(c)(iv) or Section 13.2(c)(vii).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, Improvement Area #1 Indenture of Trust

134435324.12

agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
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If to the Trustee
or the Paying Agent/Registrar:

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to

notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of 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 Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to

enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor

Attest:

City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

Signature Page to Indenture of Trust
relating to
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

EXHIBIT A(c) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE MATURITY DATE DATE OF DELIVERY CUSIP NUMBER

_____ % September 1, 20____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the

Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated July 11, 2023 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of July 1, 2023 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of \$100,000 and any multiple of \$1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice

so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be

done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Celina, Texas

City Secretary, City of Celina, Texas

[City Seal]

(d) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(e) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(f) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto
(print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and
all rights hereunder and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration hereof, with full power of
substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Bond in every particular and must
be guaranteed in a manner acceptable to the
Trustee.

(g) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this
Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE"
and "MATURITY DATE" shall both be completed with the expression "As Shown Below,"
and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as
specified above, the sum of _____ DOLLARS" shall be deleted and the
following will be inserted: "on September 1 in each of the years, in the principal
installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount (\$) Interest Rate (%)”

(Information to be inserted from Section 3.2(a)(iii) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

Draft 5.15.2023

**§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

BOND PURCHASE AGREEMENT

June 13, 2023

City of Celina, Texas
142 N. Ohio St.
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Celina, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein), between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the §[PRINCIPAL] aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$_____) and no accrued interest.

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length commercial transaction between the City and the Underwriter, (ii) in connection with the

discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated as of the Closing Date (defined below), and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on July 11, 2023 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on June 13, 2023 (the “Bond Ordinance”), and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of July 1, 2023, between the City and the Trustee (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from assessments (the “Assessments”) levied pursuant to a separate ordinance adopted by the City Council on June 13, 2023 (the “Assessment Ordinance”), against assessable property (the “Assessed Property”) located within Improvement Area #1 of the Cross Creek Meadows Public Improvement District (the “District”) all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the “Creation Resolution”), enacted by the City Council on April 11, 2023, in accordance with the Act. The service and assessment plan for the District was approved on June 13, 2023 (the “Service and Assessment Plan”). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance, and the Indenture are collectively referred to herein as the “Authorizing Documents.”

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes

described in the Limited Offering Memorandum under “PLAN OF FINANCE – The Bonds” and shall be generally applied as described in the Limited Offering Memorandum under “SOURCES AND USES OF FUNDS.”

The City has been advised that the Reserve Account, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Account has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof to no more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended and as then in effect (the “Securities Act”)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the “Issue Price Certificate”), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (as defined herein) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the “10% test”). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been

met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party to an underwriter;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [____], 2023 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed “final” by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32, and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and

supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaptions “– The Bonds” and “– Additional Indebtedness”), “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE ADMINISTRATOR,” “APPRAISAL,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2,” and “APPENDIX I.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants, and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants, and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power, and authority:

- (i) to enter into and perform its duties and obligations under:
 - (1) this Agreement;
 - (2) the Indenture;
 - (3) the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”) and BTR at Cross Creek Meadows, LLC a Delaware limited liability company (as amended, the “Development Agreement”);
 - (4) the Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement, effective June 13, 2023, between the City and the Developer (the “Reimbursement Agreement”);
 - (5) the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer (the “Construction Funding Agreement”);
 - (6) the Improvement Area #1 Landowner Agreement, dated as of June 13, 2023, between the City and VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”) (the “Landowner Agreement”); and
 - (7) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of July 1, 2023 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, MuniCap, Inc., as PID Administrator (the “PID Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the “Dissemination Agent”);
- (ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and
- (iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Reimbursement Agreement, (5) the Construction Funding Agreement, (6) the Landowner Agreement, (7) Continuing Disclosure Agreement

of Issuer, (8) the Limited Offering Memorandum, and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (9) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power, and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to, and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have a material adverse effect on the City’s ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution, and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound,

nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City’s knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Improvement Area #1 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or

made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents, and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to Section 5(d) of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties, and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and on the Closing

Date, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Locke Lord LLP (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, the Construction

Funding Agreement, the Option Agreement dated as of September 15, 2021 by and between the Developer and the Landowner (the “Option Agreement”), the Construction Agreement dated as of September 15, 2021 by and between the Developer and the Landowner (the “Construction Agreement”) and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the “Continuing Disclosure Agreement of Developer” and, together with the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, the Construction Funding Agreement, the Option Agreement and the Construction Agreement the “Developer Documents”); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents, or other documents relating to the financing and construction of the Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or to complete the Improvement Area #1 Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter’s reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation,

or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have

been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided

shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE – The Bonds," "– Additional Indebtedness – Major Improvement Area Bonds," and "– Additional Indebtedness – Related But Separate Securities," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "APPENDIX B" and "APPENDIX D" and Bond Counsel is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

(iv) The Indenture, the Development Agreement, the Reimbursement Agreement, the Construction Funding Agreement, the Landowner Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer’s Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Counsel to the Developer. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E-1 hereto.

f. Landowner Closing Certificate. A certificate of the Landowner dated as of the Closing Date, signed by authorized officers of the Landowner in substantially the form of Appendix E-2 hereto.

g. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization, and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents on its part to be complied with or satisfied hereunder at or prior to the Closing.

h. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City, and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing, and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed, and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

i. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel, and Bond Counsel.

j. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness, or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as Financial Advisor, the PID Administrator, the Developer, its counsel and its engineers, consultants and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer, and others and on the records, documents, certificates, opinions, and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank, and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the Closing Date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel expressly excludes from the scope of this paragraph and expresses no view with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax exemption, underwriters, or

underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

k. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

l. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

m. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

n. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code.

o. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

p. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

q. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated May 8, 2023.

r. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

s. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Creation Resolution and the Assessment Ordinance, including the legal description of the property within the District, the Improvement Area #1 Assessment Roll, and the Service and Assessment Plan have been filed of record in the real property records of Collin County, Texas.

t. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Improvement Area #1 of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

u. Developer and Landowner Organizational Documents. The Developer and Landowner shall have delivered to the Underwriter and the City (i) fully executed copies of the Developer's or Landowner's organizational documents, as applicable, (ii) a Certificate of Status from the Texas Secretary of State for the Developer and Landowner, as applicable, (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer or the Landowner, as applicable, and (iv) Certificate of Status of the Landowner from the Delaware Secretary of State.

v. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

w. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

x. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

y. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15, and 27 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum, and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation, whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. “Tripp” Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to, or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such section and to the extent such section does not contravene applicable Federal or Texas 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.

22. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or 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.

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable

the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

b. “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. Affiliate. As used in Sections 21 through 24, the Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

26. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter’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 Underwriter, 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 Underwriter 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 Underwriter; and neither the City nor its consultants have verified such information.

27. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City’s representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 13 and 15 shall survive any termination of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Celina, Texas

By: _____
Assistant City Manager

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

SCHEDULE I

\$(PRINCIPAL)

CITY OF CELINA, TEXAS,

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #1 PROJECT)

Interest Accrues From: Date of Delivery

\$_____ % Term Bonds, Due September 1, 20____, Priced to Yield _____% (a)(b)(c)(d)

\$_____ % Term Bonds, Due September 1, 20____, Priced to Yield _____% (a)(b)(c)(d)

\$_____ % Term Bonds, Due September 1, 20____, Priced to Yield _____% (a)(b)(c)(d)

- (a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.
- (b) The Bonds maturing on or after September 1, 20____, may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20____, such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS – Redemption Provisions."
- (d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

\$_____ Term Bonds maturing September 1, 20_____

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20____	
September 1, 20____	
September 1, 20____	
September 1, 20____	
September 1, 20____†	

† Stated maturity.

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

June 13, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase the \$[PRINCIPAL] “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations up to and including the date the Underwriter is no longer required to

provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaptions “– The Bonds,” “– Additional Indebtedness – Major Improvement Area Bonds,” and “– Additional Indebtedness – Related But Separate Securities”), “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION – Developer,” “APPENDIX E-2,” “APPENDIX F,” “APPENDIX G” and “APPENDIX H” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to the Developer and BTR at Cross Creek Meadows, LLC a Delaware limited liability company, as amended;
- c. the Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement, effective June 13, 2023, between the City and the Developer;
- d. the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer;

- e. the Construction Agreement dated as of September 15, 2021 by and between VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”), and the Developer;
- f. the Option Agreement dated as of September 15, 2021 by and between the Landowner and the Developer; and
- g. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a corporation under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction, or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default” by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees, and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement, or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from

the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

Dated: June 13, 2023

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

APPENDIX B

**§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (“FMS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the City of Celina, Texas (the “Issuer”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is June 13, 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The remainder of this page is left blank intentionally.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By: _____

Name: R.R. "Tripp" Davenport, III
Title: Director, Investment Banking

Date: _____, 2023

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

July 11, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National
Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

**§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the “City”), for limited purposes, and are rendering this opinion in connection with the issuance and sale of §[PRINCIPAL] “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance approved by the City Council of the City (the “City Council”) on June 13, 2023 (the “Bond Ordinance”), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust, dated as of July 1, 2023 (the “Indenture”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated June 13, 2023, between the City and FMSbonds Inc. (the “Bond Purchase Agreement”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as City Attorney, and for the purpose of rendering opinions set forth herein, we have reviewed the following:

- (a) The resolution creating the District adopted by the City Council on April 11, 2023 (the “Creation Resolution”).
- (b) The Assessment Ordinance.
- (c) The Bond Ordinance.
- (d) The Indenture.
- (e) The Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”) and BTR at Cross Creek Meadows, LLC a Delaware limited liability company.
- (f) The Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement, effective June 13, 2023, between the City and the Developer.
- (g) The Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer.
- (h) The Improvement Area #1 Landowner Agreement by and between the City and VPTM Cross Creek LB LLC, a Delaware limited liability company, entered into as of June 13, 2023.
- (i) That certain Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the City, MuniCap, Inc., as PID Administrator (the “PID Administrator”), and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall hereinafter be referred to as the “Authorizing Documents” and the remaining documents shall hereinafter be collectively referred to as the “Reviewed Documents.”

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter.

Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Locke Lord LLP, Developer's Counsel; (f) the PID Administrator's Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (g) the Appraiser's Letter of Representations delivered pursuant to the Bond Purchase Agreement (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances, or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any: (a) applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances; and (b) judicial decision which would make the opinions set forth herein incorrect.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the City. In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge," "our actual knowledge" and similar expressions signify that, in the course of our representation of the City the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in preparation of the Reviewed Document in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting, or seeking to prohibit, restrain, or enjoin the delivery of any of the Bonds, or the payment, collection, or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #1 of the District pursuant to the provisions of the Assessment Ordinance, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

7. The adoption of the Authorizing Documents and the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of

the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order, or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the “benefit of its bargain” or (C) exceed the amount of any party’s actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of Issuer, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted,

relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,
MESSER, FORT & MCDONALD, PLLC

By: Julie Fort
City Attorney

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;
6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;
8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;
9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; and (ii) Locke Lord LLP, Developer's Counsel;
10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by: (i) Peyco Southwest Realty, Inc., Appraiser; and (ii) Municap, Inc., PID Administrator;
11. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein

contemplated in the manner therein provided, or impair the validity or enforceability thereof; and

12. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “**Bond Documents**”), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state “**Blue Sky**” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);
14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D

[LETTERHEAD OF LOCKE LORD LLP]

July 11, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company National Association,
as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

\$[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), in connection with the issuance and sale by the City of Celina, Texas (the “City”), of \$[PRINCIPAL] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the “Bonds”), pursuant to the Indenture of Trust, dated as of July 1, 2023 (the “Indenture”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Cross Creek Meadows” (the “Development”) located within the corporate boundaries of the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement, dated June 13, 2023 (the “Bond Purchase Agreement”), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (a) The following documents (collectively, the “Material Documents”):
 - (1) the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land , LLC, approved by the City on August 10, 2021, as partially assigned to the Developer and BTR at Cross Creek Meadows, LLC a Delaware limited liability company;
 - (2) the Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement, effective June 13, 2023, between the City and the Developer;
 - (3) the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer;
 - (4) the Construction Agreement dated as of September 15, 2021 by and between VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”), and the Developer;
 - (5) the Option Agreement dated as of September 15, 2021 by and between the Landowner and the Developer;
 - (6) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as dissemination agent;
 - (7) the Developer Letter of Representations, dated June 13, 2023, relating to the Bonds;
 - (8) the Developer Closing Certificate with respect to the Bonds, dated July 11, 2023; and
 - (9) the General Certificate of the Developer with respect to the Bonds, effective as of July 11, 2023 (the “Developer Certificate”).
- (b) The Preliminary Limited Offering Memorandum, dated [____], 2023, relating to the issuance of the Bonds (the “Preliminary Limited Offering Memorandum”);
- (c) The final Limited Offering Memorandum, dated June 13, 2023, relating to the issuance of the Bonds (the “Limited Offering Memorandum”); and
- (d) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Locke

Lord LLP attorneys who have given substantive attention to matters concerning the Developer during the course of our representation of the Developer in connection with the Material Documents, which knowledge has been obtained by such attorneys in their capacity as such after review of certificates, reports and information provided by the Developer, assuming such certificates, reports and information are accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. Further, the words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer, as applicable), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its respective obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developer) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction, or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner

therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a corporation formed under the laws of the State of Texas and qualified to transact business as a corporation, and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained is required to be obtained by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) Based solely on the Developer Certificate, the Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be

limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) To our knowledge, there are no actions, suits, or proceedings pending or threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity, or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) Based solely on the Developer Certificate, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach, or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps included therein, and under the captions “PLAN OF FINANCE” (except the for the information under the subheadings “– The Bonds,” “– Additional Indebtedness – Improvement Area #1 Bonds,” and “– Additional Indebtedness – Related But Separate Securities”) “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” and “CONTINUING DISCLOSURE – The Developer,” and “– The Developer’s Compliance with Prior Undertakings” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the

Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of June 13, 2023, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications, and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees, or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents, or the representations contained therein. With respect to our opinion in II(a) relating to the Developer's good standing, we have relied solely on a Certificate of Fact being issued by the Secretary of State of Texas with respect to the Developer and an online search of the Franchise Tax Account Status page of the website of the Texas Comptroller of Public Accounts which indicated the right of the Developer to do business in the State of Texas is intact.

(c) Our opinion delivered pursuant to Section II(c) above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State

of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws, and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship, and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose, or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction, or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff, and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal, or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

APPENDIX E-1

DEVELOPER CLOSING CERTIFICATE

Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas corporation organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated [____], 2023 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated June 13, 2023 (the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations, dated June 13, 2023;

(b) the Amended and Restated Development Agreement (Tuscany Estates), between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to the Developer and BTR at Cross Creek Meadows, LLC a Delaware limited liability company;

(c) the Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement, effective June 13, 2023, between the City and the Developer;

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

(d) the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective June 13, 2023, between the City and the Developer;

(e) the Construction Agreement dated as of September 15, 2021 by and between VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”), and the Developer;

(f) the Option Agreement dated as of September 15, 2021 by and between the Landowner and the Developer; and

(g) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

7. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaptions “– The Bonds,” “– Additional Indebtedness – Improvement Area #1 Bonds,” and “– Additional Indebtedness – Related But Separate Securities”), “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues,” “THE IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), “LEGAL MATTERS – Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “– The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION – Developer,” “APPENDIX E-2,” “APPENDIX F,” “APPENDIX G” and “APPENDIX H” (collectively, the “Developer Disclosures”) and certifies that the information contained in the Developer Disclosures is true and correct and does not contain

any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

11. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Improvement Area #1 of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #1 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Assessments on property in Improvement Area #1 of the District does not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any

applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

(Signature page follows.)

Dated: July 11, 2023

DEVELOPER:

Taylor Morrison of Texas, Inc.,
a Texas corporation

By: _____

Name: _____

Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

APPENDIX E-2

LANDOWNER CLOSING CERTIFICATE

VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Landowner is a Delaware limited liability company organized, validly existing, and in good standing under the laws of the State of Delaware, authorized to do business in the State of Texas.

2. Representatives of the Landowner have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the “Bonds”).

3. The Landowner has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Landowner’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Landowner has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Landowner has executed and delivered each of the below listed documents (individually, a “Landowner Document” and collectively, the “Landowner Documents”) in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms:

(a) The Improvement Area #1 Landowner Agreement by and between the City and the Landowner, entered into as of June 13, 2023;

(b) The Construction Agreement dated as of September 15, 2021 by and between the Landowner and Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”); and

(c) The Option Agreement dated as of September 15, 2021 by and between the Landowner and the Developer.

6. The Landowner owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in the property within Improvement Area #1 of the District on the date

that the Assessment Ordinance was adopted and is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

8. The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

9. The execution and delivery of the Landowner Documents by the Landowner does not violate any judgment, order, writ, injunction or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. To the Landowner's knowledge, the Landowner is in compliance in all material respects with all provisions of applicable law relating to the Landowner in connection with the Development.

11. The Landowner is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on the property within Improvement Area #1 does not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Landowner is a party or to which the Landowner or any of its property or assets is subject.

13. The Landowner is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Landowner's ability to perform its obligations under the Landowner Documents.

14. The Landowner has no knowledge of any physical condition of the property located within Improvement Area #1 owned by the Landowner that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: July 11, 2023

LANDOWNER:

VPTM CROSS CREEK LB LLC,
a Delaware limited liability company

By: VP Caravan NoteCo LLC,
Its sole Member

By: Varde Partners, Inc.,
Its Manager

By: _____
Name: _____
Title: _____

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

APPENDIX F

[LETTERHEAD OF PEYCO SOUTHWEST REALTY, INC.]

_____, 2023

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank Trust Company, National
Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of Peyco Southwest Realty, Inc. (“Appraiser”), the appraiser of the undeveloped property contained in Cross Creek Meadows Public Improvement District (the “District”), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [____], 2023, and the Limited Offering Memorandum for the Bonds, dated June 13, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX I to the Limited Offering Memorandum (the “Appraisal”), and the description thereof, set forth under the caption “APPRAISAL.”

2. To the best of my professional knowledge and belief, as of the date of the Appraisal, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about July 11, 2023) which would render any such information in the Limited Offering Memorandum

untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

Peyco Southwest Realty, Inc.

By: _____
Its: _____

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

APPENDIX G

[LETTERHEAD OF MUNICAP, INC.]

_____, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. (“MuniCap,” “we,” or “our”), consultant in connection with the creation by the City of Celina, Texas (the “City”), of Cross Creek Meadows Public Improvement District (the “District”), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [____], 2023, and the final Limited Offering Memorandum for the Bonds, dated June 13, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about July 11, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of July 1, 2023 (this “Disclosure Agreement”) is executed and delivered by and among the City of Celina, Texas (the “Issuer”), MuniCap, Inc. (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of July 1, 2023, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Additional Bonds” shall have the meaning assigned to such term in the Indenture.

“Additional Obligations” shall have the meaning assigned to such term in the Indenture.

“Administrative Expenses” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

“Annual Collections Report” shall mean any Annual Collection Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Annual Collections Report Filing Date” shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Financial Information Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Annual Financial Information Filing Date is currently March 31, beginning March 31, 2024.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall have the meaning assigned to such term in the Indenture.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Audited Financial Statements” shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Collections Reporting Date” shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

“Delinquency Date” shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

“Developer” shall have the meaning assigned to such term in the Indenture.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of July 1, 2023, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Cross Creek Meadows Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Final Assessment Payment Date” shall mean the calendar day preceding the Delinquency Date.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the twelve-month period from October 1 through the following September 30.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Tax Year” means the calendar year or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2023, the Issuer shall provide or cause to be provided to the MSRB, in electronic or other format required by the MSRB (i) not later than the Annual Financial Information Filing Date, its Annual Financial Information, and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Financial Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing, or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* By the Annual Financial Information Filing Date, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, principal amount remaining Outstanding and the total interest amount due on aggregate principal amount Outstanding;

(B) The funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year.

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in Improvement Area #1.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within Improvement Area #1, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy (“COs”) issued for new homes completed in Improvement Area #1 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Improvement Area #1 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2023.

(v) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer’s Audited Financial Statements during such Fiscal Year.

(b) *Audited Financial Statements.* Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such Audited Financial Statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide Audited Financial Statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the Annual Financial Information. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer staff, shall prepare and provide to the Dissemination Agent the Annual Financial Information on behalf of the Issuer within the timeline described in subsection (a). In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the City shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material

notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #1 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced

by SEC Release No. 34-83885, dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release. For the avoidance of doubt, issuance of Additional Bonds or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting “Notice to MSRB of Failure to File.”

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination

Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required with respect to the Bonds. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5 or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Collections Report and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Collections Report, Audited Financial Statements, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Collections Report, Audited Financial Statements or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this

Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer, and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information, Annual Collections Report and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Improvement Area #1, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information, Annual Collections Report or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Improvement Area #1, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses, or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EXCEPT AS DESCRIBED IN SECTION 11 HEREOF, NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessments Timeline. The basic expected timeline for the collection of the Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures

expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future council members, officer, agent, or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each

respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas 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.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represent 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 2270.0201, 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 enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator and each of 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.

SECTION 21. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 22. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services

for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 23. Affiliate. As used in Sections 19 through 22, the Dissemination Agent and Administrator, each respectively, understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 24. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 25. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 26. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[Signature pages follow]

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
Assistant City Manager

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

S-1

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

S-2

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

S-3

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]
[UNAUDITED FINANCIAL STATEMENTS]
[THE ANNUAL COLLECTIONS REPORT]**

Name of Issuer: City of Celina, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)
 Date of Delivery: _____, 20____
 CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [Annual Financial Information] [Audited Financial Statements] [unaudited financial statements] [the Annual Collections Report] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer related to such bonds, dated as of July 1, 2023, among the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] [unaudited financial statements] [the Annual Collections Report] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
 Hilltop Securities Inc.,
 on behalf of the City of Celina, Texas
 (solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
 Address: _____
 City: _____
 Telephone: _____
 Contact Person: _____

Section 4(a)(i)(A)**BONDS OUTSTANDING**

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)**FUNDS AND ACCOUNTS AND RELATED INVESTMENTS**

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(C)**ASSETS AND LIABILITIES OF TRUST ESTATE**

Bonds (Principal Balance) _____

Funds and Accounts [list] _____

TOTAL ASSETS _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR****Debt Service Requirements on the Bonds**

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Top Assessment Payers in Improvement Area #1⁽¹⁾

<u>Property Owner</u>	<u>No. of</u> <u>Parcels/Lots</u>	<u>Percentage of</u> <u>Parcels/Lots</u>	<u>Outstanding</u> <u>Assessments</u>	<u>Percentage of</u> <u>Total</u> <u>Assessments</u>
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⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area #1 of the District

The [YEAR] certified total assessed value for the land in Improvement Area #1 of the District is approximately \$[AMOUNT] according to the Collin Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

<u>Fiscal</u> <u>Year</u> <u>Ended</u> <u>(9/30)</u>	<u>Delinquent</u> <u>Assessment Amount</u> <u>not in Foreclosure</u> <u>Proceedings</u>	<u>Parcels in</u> <u>Foreclosure</u> <u>Proceedings</u>	<u>Delinquent</u> <u>Assessment Amount</u> <u>in Foreclosure</u> <u>Proceedings</u>	<u>Foreclosure</u> <u>Sales</u>	<u>Foreclosure Proceeds</u> <u>Received</u>
20__	\$		\$		\$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied ⁽¹⁾	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected ⁽²⁾
20__	\$		\$	%	\$	%	\$
20__							
20__							
20__							
20__							

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments \$	Bond Call Date	Amount of Bonds Redeemed \$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (v)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO
COLLECTION OF THE ASSESSMENTS COVERING THE PERIOD BEGINNING WITH
THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL
YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN
COMPLIANCE WITH SECTION 5(A) OF THE CONTINUING DISCLOSURE
AGREEMENT OF THE ISSUER RELATING TO CITY OF CELINA, TEXAS SPECIAL
ASSESSMENT REVENUE BONDS, SERIES 2023 (CROSS CREEK MEADOWS PUBLIC
IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

Foreclosure History Related To The Annual Installments⁽¹⁾

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20	\$		\$		\$

(i) Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Collection and Delinquency Annual Installments⁽¹⁾

Succeeding Fiscal Year 20__	Total Annual Installment <u>Levied</u> \$	Parcels <u>Levied⁽²⁾</u>	Delinquent Amount as <u>of 3/1</u> \$	Delinquent <u>% as of 3/1</u> %	Total Annual Installments <u>Collected⁽³⁾</u> \$
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⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽³⁾ [Does/does not] include interest and penalties.

Prepayment of Assessments⁽¹⁾

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments \$	Bond Call Date	Amount of Bonds Redeemed \$
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⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

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EXHIBIT D

**BASIC EXPECTED TIMELINE FOR ASSESSMENT
COLLECTIONS AND PURSUIT OF DELINQUENCIES¹**

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments are delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

April 1

59/60

such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

At this point, if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.**

If there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.

July 1

152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures.

Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the

August 15

197/198

Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collection of delinquent Special Assessments.

EXHIBIT D
CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

**CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT
AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT**

THIS CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of June 13, 2023, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the “City”), and **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation, (the “Developer”).

**ARTICLE I
DEFINITIONS**

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“**Act**” means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

“**Actual Costs**” means the costs of the Improvement Area #1 Projects actually paid or incurred for construction and installation of the Improvement Area #1 Projects in accordance with the Service and Assessment Plan.

“**Administrator**” means, initially, MuniCap, Inc., or any other individual or entity designated by the City to administer the District.

“**Annual Service Plan Update**” means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan and approved by ordinance adopted by the City.

“**Assessments**” shall have the meaning ascribed to it in the Indenture.

“**Authorized Improvements**” means improvements authorized by Section 372.003(b) of the Act.

“**Bond Ordinance**” means the ordinance adopted by the City Council on June 13, 2023 authorizing the issuance of the Bonds pursuant to the Indenture.

“**Bonds**” means the City’s bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)".

“**Budgeted Costs**” means the anticipated, agreed upon costs of the Improvement Area #1 Projects as shown in Section III of the Service and Assessment Plan.

“Certification for Payment” means a certificate, substantially in the form of **Exhibit B** hereto or such other form agreed to by the Developer, the Administrator and the City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Improvement Area #1 Projects under the Indenture.

“City Inspector” means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

“City Manager” means the City Manager of the City, or its designee.

“City Representative” means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

“Closing Disbursement Request” means the certificate, substantially in the form of **Exhibit A** hereto or such other form agreed to by the Developer, Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds or Improvement Area #1B Bonds.

“Construction Contracts” means the contracts for the construction of an Improvement Area #1 Project. **“Construction Contract”** means any one of the Construction Contracts.

“Costs” means the Budgeted Costs or the Actual Costs of an Improvement Area #1 Project as reflected in a Construction Contract, if different than the Budgeted Costs.

“Costs of Issuance Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

“Cost Overrun” means, with respect to each Improvement Area #1 Project, the Actual Cost, as appropriate, of such Improvement Area #1 Project in excess of the Budgeted Cost.

“Cost Underrun” has the meaning assigned such term in Section 4.04 hereof

“Development Agreement” means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

“District” shall mean the Cross Creek Meadows Public Improvement District created April 11, 2023.

“Final Completion” means completion of an Improvement Area #1 Project in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Improvement Area #1” means the initial improvement area to be developed and generally shown in Appendix A to the Service and Assessment Plan, as specifically depicted and described as the sum of all parcels shown in Appendix H to the Service and Assessment Plan.

“Improvement Area #1B Bonds” has the meaning assigned such term in Section 2.01(c) hereof.

“Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit Improvement Area #1, which are described in Section III.C of the Service and Assessment Plan.

“Improvement Area #1 Improvements Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

“Improvement Area #1 Major Improvements Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

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

“Indenture” means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of July 1, 2023 relating to the Bonds and Improvement Area #1B Bonds, if issued.

“Major Improvements” means the Authorized Improvements which benefit all of the property within the District and as described in Section III.B of the Service and Assessment Plan.

“Plans” means the plans, specifications, schedules and related construction contracts for the Improvement Area #1 Projects, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

“Prior Expended Funds” shall have the meaning given to it in the Reimbursement Agreement.

“Project Fund” means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds and the Improvement Area #1B Bonds, and funds received from the Developer, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

“Reimbursement Agreement” means the Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement dated as of June 13, 2023, by and between the City and the Developer providing for the construction and financing of certain Improvement Area #1 Projects by the Developer for which the Developer is expected to later be reimbursed by the City pursuant to the Act.

“Reimbursement Fund” means the fund of such name created under Section 6.1 of the Indenture.

“Service and Assessment Plan” means the Cross Creek Meadows Public Improvement District Service and Assessment Plan adopted by a City ordinance on June 13, 2023 by the City Council, prepared pursuant to the Act.

“Substantial Completion” means the time at which the construction of an Improvement Area #1 Project (or specified segment, section or part thereof) has progressed to the point where such Improvement Area #1 Project (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Improvement Area #1 Project (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

ARTICLE II RECITALS

Section 2.01. The District and the Improvement Area #1 Projects.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Improvement Area #1 Projects.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance a portion of the Improvement Area #1 Projects in accordance with the terms and limitations of the Indenture, the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) It is anticipated (but not required) that there shall be two bond issues, the Bonds currently being issued and a subsequent issuance of bonds that are anticipated to be issued after some or all of the Improvement Area #1 Projects are constructed (the “Improvement Area #1B Bonds”). Concurrently with the issuance of the Bonds, the Developer and the City have entered

into the Reimbursement Agreement to provide for the construction and financing of certain Improvement Area #1 Projects prior to the issuance of the Improvement Area #1B Bonds.

(d) All Improvement Area #1 Projects are eligible to be financed with proceeds of the Bonds, the Assessments and/or the Improvement Area #1B Bonds and amounts expended by the Developer under the Reimbursement Agreement to the extent specified herein and in the Reimbursement Agreement.

(e) The proceeds from the issuance and sale of the Bonds and the Improvement Area #1B Bonds, if issued, concurrently with the closing of such bonds shall be deposited in accordance with the Indenture.

(f) The Developer will undertake, oversee, or ensure the construction and development of the Improvement Area #1 Projects for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Improvement Area #1 Projects. The payment of Costs from the proceeds of the Bonds for such Improvement Area #1 Projects shall be made from the Improvement Area #1 Improvements Account of the Project Fund and the Improvement Area #1 Major Improvements Account of the Project Fund established under the Indenture. The payment of Costs of the Improvement Area #1 Projects from the Development Improvement Account of the Project Fund established under the Indenture shall be made in accordance with the provisions of Section 5.03 hereof and the terms of the Indenture.

(c) The City's obligation with respect to the payment of the Costs of the Improvement Area #1 Projects shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such Costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Improvement Area #1 Projects, qualified, however, by the distribution of Cost Underrun monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Improvement Area #1 Projects shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Improvement Area #1 Projects required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(f) The Developer acknowledges that as a result of the anticipation (but without guarantee) that the bonds are being issued in two series, some funds may not be immediately available for reimbursement for Actual Costs submitted and approved with an approved Certification for Payment. Both parties acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund or Reimbursement Fund, as applicable under the terms of the Indenture, this Agreement, and the Reimbursement Agreement, as money is deposited into the Project Fund or Reimbursement Fund for the payment of such Actual Costs.

Section 3.02 Funds and Accounts. All disbursements from the Improvement Area #1 Improvements Account of the Project Fund, the Improvement Area #1 Major Improvements Account of the Project Fund, and the Reimbursement Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, the Reimbursement Agreement and the Indenture.

ARTICLE IV CONSTRUCTION OF THE IMPROVEMENT AREA #1 PROJECTS

Section 4.01. Duty of Developer to Construct.

(a) All Improvement Area #1 Projects shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Improvement Area #1 Projects in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition,

construction and installation of all Improvement Area #1 Projects, to be acquired and accepted by the City, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #1 Project and, upon completion, inspection, and acceptance, convey each such Improvement Area #1 Project to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund, the Reimbursement Fund, or other funds or account created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Improvement Area #1 Projects required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Improvement Area #1 Projects shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Improvement Area #1 Projects.

Section 4.04. Remaining Funds After Completion of an Improvement Area #1 Project. Upon the Final Completion of an Improvement Area #1 Project and payment of all outstanding invoices for such Improvement Area #1 Project, if the Actual Cost of such Improvement Area #1 Project is less than the Budgeted Cost of such Improvement Area #1 Project (a “Cost Underrun”), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Improvement Area #1 Project. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Improvement Area #1 Projects and shall include this update in the next Annual Service Plan Update. Any Cost Underrun for any Improvement Area #1 Project is available to pay Cost Overruns on any other Improvement Area #1 Project.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “change orders”) required for the construction of the Improvement Area #1 Projects. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Improvement Area #1 Project, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section

4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund, the Improvement Area #1 Improvements Account of the Project Fund, or the Improvement Area #1 Major Improvements Account of the Project Fund at closing of the Bonds or Improvement Area #1B Bonds, if issued, related to costs of issuance of such bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds or Improvement Area #1B Bonds, if issued, for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Improvement Area #1 Project from the Improvement Area #1 Improvements Account of the Project Fund, or the Improvement Area #1 Major Improvements Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than ten (10) business days prior to the scheduled Closing Date for the Bonds or Improvement Area #1B Bonds, if issued, for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund, the Improvement Area #1 Improvements Account of the Project Fund, or the Improvement Area #1 Major Improvements Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Improvement Area #1 Project.

(a) No payment hereunder shall be made from the Project Fund or the Reimbursement Fund to the Developer for work on an Improvement Area #1 Project until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Improvement Area #1 Project identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees

to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the City shall direct the Trustee to make such payment from the Project Fund or Reimbursement Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Improvement Area #1 Project.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the Improvement Area #1 Improvements Account of the Project Fund or the Improvement Area #1 Major Improvements Account of the Project Fund, as applicable, pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Improvement Area #1 Project, unless a Cost Overrun amount has been approved for a particular Improvement Area #1 Project. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the City shall direct the Trustee to make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund or Reimbursement Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Improvement Area #1 Project identified in such request for payment being paid, then the City shall direct the Trustee to hold the payment until work with respect to that Improvement Area #1 Project has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the City shall direct the Trustee to make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the City shall direct the Trustee to make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Notwithstanding any other provision of this Agreement, except for amounts submitted on a Closing Disbursement Request for payment of legal fees and other costs of issuance incurred by the Developer, no payment from the Project Fund shall be made for the first \$_____ in Improvement Area #1 Project Costs submitted pursuant to a Certification for Payment, which Certification for Payment (or portion thereof) shall be submitted to evidence the Prior Expended Funds pursuant to the Reimbursement Agreement. A portion of such Prior Expended Funds evidenced by a Certification for Payment shall be reimbursable to the Developer from the Reimbursement Fund upon submission of a Reimbursement Payment Request in accordance with the Reimbursement Agreement.

(e) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Improvement Area #1 Project to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Improvement Area #1 Project is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Improvement Area #1 Projects until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI

OWNERSHIP AND TRANSFER OF IMPROVEMENT AREA #1 PROJECT

Section 6.01. Improvement Area #1 Project to be Owned by the City– Title Evidence. If required by the City, the Developer shall furnish to the City a preliminary title report for land with respect to an Improvement Area #1 Project to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #1 Project to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Improvement Area #1 Project until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Improvement Area #1 Project Constructed on City Land or Developer Land. If the Improvement Area #1 Project is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Improvement Area #1 Project. If the Improvement Area #1 Project is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Improvement Area #1 Project. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Improvement Area #1 Project as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Improvement Area #1 Project. The provisions for inspection and acceptance of such Improvement Area #1 Project otherwise provided herein shall apply.

ARTICLE VII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer is a corporation duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement, the Reimbursement Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Improvement Area #1 Projects in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Improvement Area #1 Projects.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund or the Reimbursement Fund for the acquisition construction or installation of any improvements that are not part of the Costs associated with the Improvement Area #1 Projects, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Improvement Area #1 Projects, the Developer covenants to maintain proper books of record and account for the construction of the Improvement Area #1 Projects and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Improvement Area #1 Projects have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Improvement Area #1 Projects to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Improvement Area #1 Projects within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of the Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “Tax Certificate”) containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, “Bond Proceeds”).

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and the Improvement Area #1 Bonds, if issued, and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquiries to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Improvement Area #1 Projects) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN “INDEMNIFIED PARTY”), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE IMPROVEMENT AREA #1 PROJECTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER’S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS,

CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #1 PROJECTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE IMPROVEMENT AREA #1 PROJECTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE IMPROVEMENT AREA #1 PROJECTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE IMPROVEMENT AREA #1 PROJECTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Improvement Area #1 Projects, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Improvement Area #1 Projects is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Improvement Area #1 Projects not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Improvement Area #1 Project hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Improvement

Area #1 Projects. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Improvement Area #1 Project only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Improvement Area #1 Projects, provided that the Developer shall receive payment of the Actual Costs of any Improvement Area #1 Projects that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Improvement Area #1 Projects not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Improvement Area #1 Projects hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Reimbursement Agreement. The City shall have no obligation to perform any work related to an Improvement Area #1 Project or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Improvement Area #1 Projects Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Improvement Area #1 Projects in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) (“Force Majeure”), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City’s obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days’ prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #1 Projects and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) 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
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With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 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: Grayson Natri
Taylor Morrison of Texas, Inc.
6735 Salt Cedar Way Building 1, Suite 200
Frisco, Texas 75034

With a copy to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

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.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for an Improvement Area #1 Project, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Improvement Area #1 Project. No such

assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee’s express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. 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, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the parties, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Reimbursement Agreement have been paid or the Reimbursement Agreement has otherwise terminated in accordance with its terms and upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement, the Reimbursement Agreement, or the Development Agreement, this Agreement, the Reimbursement Agreement and the Development Agreement shall not terminate with respect to the Costs of the Improvement Area #1 Projects that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, 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 will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel,’ a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 9.16. Not a Listed Company. 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of 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. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.17. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.18. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates,

if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association;

(ii) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is

not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[signatures to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of June 13, 2023.

CITY OF CELINA, TEXAS

By: _____
Name: Karla Stovall
Title: Assistant City Manager

ATTEST:

Name: Lauren Vaughns
Title: City Secretary

(City Seal)

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

Exhibit A**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for Taylor Morrison of Texas, Inc., (the “Developer”) and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Improvement Area #1 Improvements Account of the Project Fund][the Improvement Area #1 Major Improvements Account of the Project Fund] (as defined in the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement) from U.S. Bank Trust Company, National Association, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Cross Creek Meadows Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture (as defined in the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund, the Improvement Area #1 Improvements Account of the Project Fund, and/ or the Improvement Area #1 Major Improvements Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Improvement Area #1 Project.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B**CERTIFICATION FOR PAYMENT FORM – IMPROVEMENT AREA #1 PROJECTS**

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for Taylor Morrison of Texas, Inc., (the “Developer”) and requests payment from the [Improvement Area #1 Improvements Account of the Project Fund] [Improvement Area #1 Major Improvements Account of the Project Fund] from U.S. Bank Trust Company, National Association (the “Trustee”) in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Improvement Area #1 Projects related to the Cross Creek Meadows Public Improvement District:

[insert specific Improvement Area #1 Project this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement.

In connection with this Certification for Payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested herein for the Improvement Area #1 Project(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Improvement Area #1 Project(s) below are a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Improvement Area #1 Project(s) identified above, and such costs are (i) in compliance with the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, and (ii) consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Improvement Area #1 Project(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Improvement Area #1 Project(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Improvement Area #1 Project(s) identified above being paid, then the work with respect to the Improvement Area #1 Project(s) have been completed and the City has inspected AND accepted the Improvement Area #1 Project(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

8. Amounts requested for payment from the Project Fund in this Certification for Payment are for costs incurred in excess of the Prior Expended Funds.

Payments requested are as follows:

[FOR EXPENDITURES SUBMITTED TO PROVE UP PRIOR EXPENDED FUNDS, AMOUNT TO BE PAID FROM PROJECT FUND SHALL = \$0]

Payee / Description of Improvement Area #1 Project	Total Cost of Improvement Area #1 Project	Budgeted Cost of Improvement Area #1 Project	Amount to be paid from Improvement Area #1 Improvements Account of the Project Fund	Amount to be paid from Improvement Area #1 Major Improvements Account of the Project Fund

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments or Actual Costs incurred.

Pursuant to the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Improvement Area #1 Project (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Improvement Area #1 Projects.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E
LANDOWNER AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

IMPROVEMENT AREA #1 LANDOWNER AGREEMENT

This **IMPROVEMENT AREA #1 LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of June 13, 2023, between the City of Celina, Texas (the “City”), and VPTM Cross Creek LB LLC, a Delaware limited liability company (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Improvement Area #1 Assessed Property described by a metes and bounds description attached as **Exhibit A** to this Agreement (the “Landowner’s Parcel”) and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within Improvement Area #1 of the Cross Creek Meadows Public Improvement District (the “District”) in the extraterritorial jurisdiction of the City; and

WHEREAS, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) relating to the Improvement Area #1 Projects and has approved the Cross Creek Meadows Public Improvement District Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Improvement Area #1 Assessed Property in Improvement Area #1 of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Improvement Area #1 Projects.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

APPROVAL OF AGREEMENTS

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

- (i) the creation and boundaries of the District, the boundaries of the Landowner’s Parcel, which are located within Improvement Area #1 of the District, and the location and development of the Improvement Area #1 Projects on the Landowner’s Parcel and on the property within and outside the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Improvement Area #1 Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) the Assessments levied on Improvement Area #1 of the District (the “Improvement Area #1 Assessments”) as shown on the Improvement Area #1 Assessment Roll, as the Improvement Area #1 Assessment Roll may be updated or amended from time to time;

(ii) the Improvement Area #1 Projects specially confer a benefit on Improvement Area #1 of the District, and the Landowner’s Parcel, in an amount at least equal to the Improvement Area #1 Assessment levied on the Improvement Area #1 Assessed Property, including the Landowner’s Parcel, within Improvement Area #1 of the District, as such Improvement Area #1 Assessment is shown on the Improvement Area #1 Assessment Roll;

(iii) the Improvement Area #1 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Improvement Area #1 Assessed Property, including the Landowner’s Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Improvement Area #1 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Improvement Area #1 Assessment levied on the Improvement Area #1 Assessed Property owned by the Landowner and any subsequent owner of any of the Improvement Area #1 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) the Improvement Area #1 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney’s fees, if incurred, is a first and prior lien against the Parcels constituting the Improvement Area #1 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Improvement Area #1 Assessed Property regardless of whether such owner is named;

(vi) the Improvement Area #1 Assessment lien on the Improvement Area #1 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Improvement Area #1 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Improvement Area #1 Assessment shall incur and accrue interest, penalties, and attorney’s fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”);

(viii) the owner of any Improvement Area #1 Assessed Property may pay at any time the entire Improvement Area #1 Assessment, with interest that has accrued on the Improvement Area #1 Assessment, on any parcel in the Improvement Area #1 Assessed Property;

(ix) the Annual Installments of the Improvement Area #1 Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Improvement Area #1 Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein;

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Improvement Area #1 Assessment Roll; and

(xi) Landowner and any subsequent owner of the Landowner's Parcel is responsible for prepayments required by the Service and Assessment Plan.

C. Mandatory Prepayment of Improvement Area #1 Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Improvement Area #1 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, any purchaser, transferee or other subsequent owner shall take such Improvement Area #1 Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan; and

(ii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Improvement Area #1 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit B to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to

subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

II. OWNERSHIP AND CONSTRUCTION OF IMPROVEMENT AREA #1 PROJECTS

A. Ownership and Transfer of Improvement Area #1 Projects. Landowner acknowledges that the Improvement Area #1 Projects and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Improvement Area #1 Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City (upon a Landowner request) or Landowner (upon a City request) and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Improvement Area #1 Projects on the property owned by the Landowner within the District, to stage on the property owned by the Landowner within the District construction trailers, building materials and equipment to be used in connection with such construction of the Improvement Area #1 Projects and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Improvement Area #1 Projects. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Improvement Area #1 Projects cause such owner of any of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Improvement Area #1 Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Amended and Restated Development Agreement (Tuscany Estates) by and between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as assigned and as may be amended (the "Development Agreement"), or other agreement, with respect to the Improvement Area #1 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement or under any law or principles of equity concerning the Improvement Area #1 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Improvement Area #1 Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Improvement Area #1 Assessments and the priority of the lien related to the Improvement Area #1 Assessments as described in this Agreement, or (iii) the construction of the Improvement Area #1 Projects on property within Improvement Area #1 of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Improvement Area #1 Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Improvement Area #1 Projects.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Landowner:	VPTM Cross Creek LB LLC c/o Varde Partners, Inc. 901 Marquette Avenue South, Suite 3300 Minneapolis, Minnesota 55402
With a copy to:	Taylor Morrison of Texas, Inc. Attn: Grayson Nastri and Dusty Dellinger 6735 Salt Cedar Way Building 1, Suite 200 Frisco, Texas 75034
And to:	Attn: Drew Slone Locke Lord LLP 2200 Ross Avenue Suite 2800 Dallas, Texas 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication

so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Improvement Area #1 Assessment Revenues of the City or any part thereof to finance the costs of the Improvement Area #1 Projects, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Improvement Area #1 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Improvement Area #1 Assessed Property upon payment in full of the Improvement Area #1 Assessment(s) against such Improvement Area #1 Assessed Property.

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required, the Landowner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this 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 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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 Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, 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 Federal law and excludes the Landowner and any of its respective parent companies, 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 Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Mayor

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on _____, 2023 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

LANDOWNER:
VPTM CROSS CREEK LB LLC,
 a Delaware limited liability company

By: VP Caravan NoteCo LLC,
 Its sole Member

By: Varde Partners, Inc.,
 Its Manager

By: _____
 Name: _____
 Title: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by _____,
 _____ of TM BTR Venture, LLC, the sole Member of TMVP BTR Venture, LLC, the
 sole Member of TMVP BTR T1, LLC, the sole Member of TMVP BTR T1L1, LLC, on behalf of
 said company.

(SEAL)

 Notary Public, State of _____

 Name printed or typed
 Commission Expires: _____

[Signature Page to Landowner Agreement]

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

TRACT 1:

LEGAL DESCRIPTION

Being a 87.472 tract of parcel of land situated in Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, a part of a called 8.37 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, said Official Public Records, and a part of a called 7.00 acre tract of land described in the deed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a Mag Nail found for corner the northwest corner of said 111.844 acre tract, and the Northeast corner of a called 44.25 acre tract of land described in the deed to Celina Independent School District, as recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas;

THENCE S89°55'09"E, with the north line of said 111.844 acre tract, a distance of 84.82 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint set (herein referred to as capped iron rod set) for corner in the north line of said 111.844-acre tract and for the Northernmost Northeast corner of the tract being described herein, and at the beginning of a non-tangential curve to the right;

THENCE severing said 111.844-acre tract of land, the following Twenty-Five (25) courses:

1. With said non-tangential curve to the right having a radius of 96.50 feet, a delta angle of 24°21'34", an arc length of 41.03 feet, a chord bearing of S12°16'58" W, and chord distance of 40.72 feet to a capped iron rod set at the beginning of a reverse curve;
2. With said reverse curve having a radius of 150.00 feet, a delta angle of 25°45'51", an arc length of 67.45 feet, a chord bearing of S11°34'49" W, and chord distance of 66.88 feet to a capped iron rod set;
3. S01°18'07"E, a distance of 740.22 feet to a capped iron rod set for corner;
4. S45°36'38"E, a distance of 14.31 feet to a capped iron rod set for corner;
5. S89°55'09"E, a distance of 140.22 feet to a capped iron rod set for corner;
6. N45°04'51"E, a distance of 14.14 feet to a capped iron rod set for corner;
7. S89°45'52"E, a distance of 50.00 feet to a capped iron rod set for corner;
8. N00°04'51"E, a distance of 110.14 feet to a capped iron rod set for corner;
9. S89°55'09"E, a distance of 133.92 feet to a capped iron rod set for corner;
10. N80°05'21"E, a distance of 60.92 feet to a capped iron rod set for corner;
11. S89°55'09"E, a distance of 247.47 feet to a capped iron rod set for corner;
12. S00°04'51"W, a distance of 468.40 feet to a capped iron rod set for corner;
13. S89°55'09"E, a distance of 120.00 feet to a capped iron rod set for corner;
14. N00°04'50"E, a distance of 34.38 feet to a capped iron rod set for corner;
15. S89°55'09"E, a distance of 50.00 feet to a capped iron rod set for corner;

16. N00°04'51"E, a distance of 108.58 feet to a capped iron rod set for corner;
17. N74°09'11"E, a distance of 272.85 feet to a capped iron rod set for corner;
18. S89°55'09"E, a distance of 474.28 feet to a capped iron rod set for corner;
19. S00°04'51"W, a distance of 123.96 feet to a capped iron rod set for corner and the beginning of a tangential curve to the left;
20. Along a tangential curve to the left, having a radius of 275.00 feet, and arc length of 7.77 feet, a delta angle of 01°37'10" and a chord which bears, S79°22'23"E, a distance of 7.77 feet to a 5/8-inch iron rod with aluminum cap stamped for a point of tangency;
21. N60°17'09"E, a distance of 14.82 feet to a capped iron rod set for corner;
22. S70°08'36"E, a distance of 50.01 feet to a capped iron rod set for corner;
23. S71°29'22"E, a distance of 120.00 feet to a capped iron rod set for corner;
24. N90°00'00"E, a distance of 113.13 feet to a capped iron rod set for corner;
25. S00°38'08"E, a distance of 1593.90 feet to a capped iron rod set for corner in a South line of said 111.844-acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.

THENCE N89°47'43"W, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;

THENCE with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:

1. S06°02'26"W, a distance of 53.86 feet to a capped iron rod set for corner;
2. S19°07'11"W, a distance of 64.03 feet to a capped iron rod set for corner;
3. S33°39'52"E, a distance of 58.70 feet to a capped iron rod set for corner;
4. S48°50'02"W, a distance of 49.50 feet to a capped iron rod set for corner;
5. S61°18'45"E, a distance of 140.62 feet to a capped iron rod set for corner;
6. S21°47'28"W, a distance of 37.63 feet to a capped iron rod set for corner;
7. S41°58'57"W, a distance of 62.56 feet to a capped iron rod set for corner;
8. S05°20'22"W, a distance of 100.51 feet to a capped iron rod set for corner;
9. S17°57'34"W, a distance of 83.17 feet to a capped iron rod set for corner;

10. S26°30'46"W, a distance of 72.88 feet to a capped iron rod set for corner;
11. S06°00'09"W, a distance of 44.42 feet to a capped iron rod set for corner;
12. S40°01'05"W, a distance of 76.01 feet to a capped iron rod set for corner;
13. S13°40'20" W, a distance of 59.01 feet to a capped iron rod set for corner and the beginning of a tangential curve to the right same being the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, Official Public Records of Collin County, Texas;

THENCE Along said right-of-way and said tangential curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04°26'51" and a chord which bears, S82°50'06"W, a distance of 366.33 feet to a point of tangency;

THENCE N00°43'46"W, a distance of 796.73 feet to a capped iron rod set for corner;

THENCE N89°47'43"W, a distance of 943.13 feet to a Mag Nail found for corner in the Southwest corner of said 111.844 acre tract, same being the southeast corner of a called 25.00 acre tract of

land described in deed to Balaji Texas properties, LLC, as recorded in Instrument No. 20160610000729930, Official Public Records, Collin County, Texas;

THENCE N01°18'07"W, a distance of 2633.17 feet to the **POINT OF BEGINNING** and containing 87.472 acres of land.

SAVE AND EXCEPT

A 7.00 acre remainder of a called 118.904 acre tract of land , conveyed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, Official Public Records of Collin County, Texas.

TRACT 2:

Metes and Bounds:

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHARLES P. RICE SURVEY, ABSTRACT NO. 771, AND THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 62.140 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894830, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 37.695 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 BY SAID SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, AND BEING A PORTION OF THAT CERTAIN CALLED 111.844 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894820, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "LANDPOINT" (hereinafter referred to as a capped iron rod) set for the beginning of a curve to the left, from which a mag nail found at the intersection of County Road 90 and County Road 87, and being the Northeast corner of that certain called 44.25 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records, Collin County, Texas, bears N89°55'09"W, a distance of 84.82 feet;

THENCE an arc length of 38.85 feet along said curve to the left, having a radius of 96.50 feet, a central angle of 23°03'51", and a long chord which bears N11°25'45"W, a chord distance of 38.58 feet to a capped iron rod set for a point of reverse curve;

THENCE an arc length of 80.00 feet along a curve to the right, having a radius of 150.00 feet, a central angle of 30°33'26", and a long chord which bears N07°40'57"W, a chord distance of 79.05 feet to a capped iron rod set for a point of compound curve;

THENCE an arc length of 378.92 feet along a curve to the right, having a radius of 740.00 feet, a delta angle of 29°20'18", and a long chord which bears N22°15'55"E, a chord distance of 374.79 feet to a capped iron rod set for the end of said curve;

THENCE N36°56'04"E, a distance of 200.15 feet to a capped iron rod set for the beginning of a curve to the left;

THENCE an arc length of 555.36 feet along said curve to the left, having a radius of 860.00 feet, a central angle of 37°00'00", and a long chord which bears N18°26'04"E, a chord distance of 545.76 feet to a capped iron rod set for the end of said curve;

THENCE N00°03'56"W, a distance of 231.81 feet to a mag nail with washer stamped "LANDPOINT" set for corner in the westerly line of that certain called 539.914 acre tract of land described by deed to The Parks at Wilson Creek, L.P., recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, from which a mag nail found for the Northwest corner of said 62.140 acre tract of land and an angle point in the westerly line of said 539.914 acre tract of land bears N89°55'12"W, a distance of 60.00 feet;

THENCE N89°24'36"E, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. S89°32'47"E, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. S57°30'33"E, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. S21°55'03"E, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears N06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. S06°56'20"E, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. S89°54'49"E, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. S08°33'37"W, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. S07°30'31"W, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;

THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. S69°28'40"W, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears N00°03'23"E, a distance of 1.47 feet;

2. N89°55'09"W, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE S00°17'13"E, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE S88°21'21"E, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears S88°21'21"E, a distance of 15.83 feet;

THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. S00°30'04"W, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. S54°14'21"W, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. S00°38'08"E, a distance of 47.63 feet to a 1/2-inch rod found for corner;

THENCE severing said 111.844 acre tract of land, the following Seven (7) courses and distances:

1. S89°50'16"W, a distance of 112.18 feet to a capped iron rod set for corner;
2. N71°29'22"W, a distance of 121.00 feet to a capped iron rod set for corner;
3. N70°08'36"W, a distance of 50.01 feet to a capped iron rod set for corner, and being the beginning of a curve to the right;
4. an arc length of 133.70 feet with said curve to the right, having a radius of 525.00 feet, a central angle of 14°35'28", and a long chord which bears N25°56'04"E, a chord distance of 133.34 feet to a capped iron rod set for a point of tangency;
5. N33°13'48"E, a distance of 123.23 feet to a capped iron rod set for the beginning of a curve to the left;
6. an arc length of 274.82 feet along said curve to the left, having a radius of 475.00 feet, a central angle of 33°08'57", and a long chord which bears N16°39'19"E, a chord distance of 271.00 feet to a capped iron rod set for a point of tangency;
7. N00°04'51"E, a distance of 505.11 feet to a capped iron rod set for an interior ell corner, being in the South line of said 62.140 acre tract of land and the North line of said 111.844 acre tract of land;

THENCE N89°55'09"W, with the South line of said 62.140 acre tract of land and the North line of said 62.140 acre tract of land, a distance of 1,775.23 feet to the **POINT OF BEGINNING** and containing 72.566 acres of land, more or less.

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone, 4202.

EXHIBIT B HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit B, the recorded Notice to Subsequent Purchasers in the form attached to the Cross Creek Meadows Public Improvement District Service and Assessment Plan are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall execute and provide the Recorded Notices upon the sale of a dwelling unit within the District.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City’s request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT F
REIMBURSEMENT AGREEMENT

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 REIMBURSEMENT AGREEMENT

This Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement (this “Reimbursement Agreement”) is executed between the City of Celina, Texas (the “City”) and Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”) to be effective as of June 13, 2023 (individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Cross Creek Meadows Public Improvement District Service and Assessment Plan*, dated June 13, 2023, as the same may be amended from time to time (the “SAP”) as originally approved by an ordinance passed and approved by the City Council of the City (the “City Council”) on June 13, 2023 (the “Assessment Ordinance”); and

WHEREAS, on April 11, 2023, the City Council passed and approved Resolution No. 2023-_____R (the “Creation Resolution”) authorizing the creation of the Cross Creek Meadows Public Improvement District (the “District”) covering approximately 245.241 acres of land described by metes and bounds attached to said Creation Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Improvement Area #1 contains the initial phases to be developed, as described in the SAP; and

WHEREAS, on June 13, 2023 the City Council passed and approved a resolution determining, among other things, the estimated costs of the Improvement Area #1 Projects, including costs related to the issuance of the Series 2023 Improvement Area #1 Bonds (defined herein) to be approximately \$_____; and

WHEREAS, Table III-B of the SAP sets forth the total Budgeted Costs of the Improvement Area #1 Projects, excluding costs related to the issuance of the Series 2023 Improvement Area #1 Bonds, to be \$_____ (the “Improvement Area #1 Projects Costs”); and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Improvement Area #1 (the “Improvement Area #1 Assessed Property”) for the Improvement Area #1 Projects in accordance with the Improvement Area #1 Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, on June 13, 2023, the City Council adopted an ordinance authorizing the issuance and sale of its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “Series 2023 Improvement Area #1 Bonds”) to finance a portion of the Improvement Area #1 Projects Costs; and

WHEREAS, a portion of the Improvement Area #1 Assessment Revenues are dedicated and pledged to secure repayment of the Series 2023 Improvement Area #1 Bonds as provided in the Improvement Area #1 Assessment Roll and the Series 2023 Improvement Area #1 Bonds are secured under the Indenture of Trust, dated July 1, 2023 (the “Series 2023 Improvement Area #1 Bond Indenture”) between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”); and

WHEREAS, the Parties have entered into that certain “Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement” dated as of June 13, 2023 (the “Construction Funding Agreement”) for the construction of the Improvement Area #1 Projects; and

WHEREAS, the Parties intend for the portion of the Improvement Area #1 Projects Costs that is not financed by the Series 2023 Improvement Area #1 Bonds to be financed under the terms of this Reimbursement Agreement and the Construction Funding Agreement; and

WHEREAS, the City has established a project fund segregated from all other funds of the City (the “Project Fund”) for the Improvement Area #1 Projects and has established an “Improvement Area #1 Improvements Account”, and an “Improvement Area #1 Major Improvements Account” (together with the Improvement Area #1 Improvements Account, the “Proceeds Accounts”) within such Project Fund under the Series 2023 Improvement Area #1 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the deposit of the Improvement Area #1 Assessment Revenues (the “Pledged Revenue Fund”) and has established a “Bond Pledged Revenue Account” and a “Developer Reimbursement Pledged Revenue Account” within such Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the purpose of paying and reimbursing the Developer (the “Reimbursement Fund”) for a portion of the costs of the Improvement Area #1 Projects previously paid by the Developer under the Series 2023 Improvement Area #1 Bond Indenture; and

WHEREAS, pursuant to the Series 2023 Improvement Area #1 Bond Indenture, amounts deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund shall be transferred to the Reimbursement Fund pursuant to a completed Reimbursement Payment Request (defined herein) and used solely and exclusively to pay and reimburse the Developer for a portion of the costs of the Improvement Area #1 Projects paid by the Developer and approved pursuant to a Certification for Payment (as defined in the Construction Funding Agreement) in excess of the amounts deposited into the Proceeds Accounts, plus interest, as set forth in this Reimbursement Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, reflect the intent of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City shall cause to be deposited into the Pledged Revenue Fund all Improvement Area #1 Assessment Revenues collected in accordance with the Series 2023 Improvement Area #1 Bond Indenture.
3. The Developer shall have expended not less than \$_____ on the construction of the Improvement Area #1 Improvements (the “Prior Expended Funds”) as of the Closing Date (as defined in the Series 2023 Improvement Area #1 Bond Indenture) of the Series 2023 Improvement Area #1 Bonds and shall provide reasonable evidence to the City of such constructed Improvement Area #1 Improvements and expenditures by submission of a Certification for Payment. A portion of such Prior Expended Funds shall be reimbursable to the Developer as provided for and in the amount set forth in Section 4 herein. The Improvement Area #1 Project Costs allocable to the Improvement Area #1 Improvements shall be paid from the Improvement Area #1 Improvements Account in accordance with the Series 2023 Improvement Area #1 Bond Indenture and the Construction Funding Agreement. The Improvement Area #1 Projects Costs allocable to the Improvement Area #1 Major Improvements (the “Improvement Area #1 Major Improvements Costs”) shall be paid from the Improvement Area #1 Major Improvements Account of the Project Fund in accordance with the Series 2023 Improvement Area #1 Bond Indenture and the Construction Funding Agreement.

Amounts shall not be disbursed from the Reimbursement Fund until all amounts have been disbursed from the Proceeds Accounts as described above.

4. Strictly subject to the terms, conditions, and requirements herein and in the Series 2023 Improvement Area #1 Bond Indenture, and solely from the Improvement Area #1 Assessment Revenues as herein provided, the City agrees to pay to the Developer, and the Developer shall be entitled to receive from the City, once all amounts deposited to the Proceeds Accounts have been disbursed in accordance with the terms of this Reimbursement Agreement and the Construction Funding Agreement, the amount equal to the Actual Costs of the Improvement Area #1 Projects incurred by the Developer, but not to exceed the costs of the Improvement Area #1 Projects, as set forth in the SAP, actually paid by the Developer, as approved in a Certification for Payment and/or a Reimbursement Payment Request, as hereinafter defined (the “Reimbursement Amount”) plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, _____ (the “Maturity Date”); provided, however, the principal amount of the Reimbursement Amount shall not exceed \$_____. The Reimbursement Amount shall be payable to the Developer solely from: (i) the Improvement Area #1 Assessment Revenues deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund and transferred to the Reimbursement Fund as provided in Article VI of the Series 2023 Improvement Area #1 Bond Indenture; (ii) the net proceeds (after payment of costs of issuance and reserve fund deposits, including the costs paid or incurred by the City) of one or more series of bonds (the “Future Improvement Area #1 Bonds”) issued by the City and secured by the Improvement Area #1 Assessment Revenues; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #1 Projects Costs are authorized by the Act and approved by the City Council and represents the Budgeted Costs of the Improvement Area #1 Projects, a portion of which has been assessed against the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects which are eligible public improvements that are being undertaken and financed by the District for the special benefit of the Improvement Area #1 Assessed Property and that upon completion will be dedicated in fee and accepted by the City. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) _____% for years one through five following the execution of this Reimbursement Agreement, and (y) _____% thereafter, or until Future Improvement Area #1 Bonds are issued, if ever. If any portion of the Reimbursement Amount remains unpaid after the City has elected to sell Future Improvement Area #1 Bonds, the interest paid to the Developer shall be the same as the interest rate on the Future Improvement Area #1 Bonds; provided, however, that such rate shall not exceed _____%. The interest rate has been approved by the City Council and is authorized by the Act and was determined based upon the Bond Buyer Revenue Bond Index published in *The Bond Buyer*, a daily publication that publishes this interest rate index,

which the highest average index rate for tax-exempt bonds reported in the previous month was ____%. The interest rate of ____% contained herein complies with Section 372.023 (e)(1) and Section 372.023 (e)(2) of the Act. Reimbursement to the Developer from the Reimbursement Fund as set forth in this section shall be made pursuant to a completed Reimbursement Payment Request (which shall include an approved Certification for Payment) submitted after all amounts deposited to the Proceeds Accounts have been disbursed in accordance with the terms of the Series 2023 Improvement Area #1 Bond Indenture, this Reimbursement Agreement and the Construction Funding Agreement (the “Reimbursement Payment Request”), as set forth in **Exhibit A** attached hereto. Reimbursement to the Developer from the Reimbursement Fund shall be made pursuant to a completed Certification for Payment submitted pursuant to the Construction Funding Agreement.

5. The Reimbursement Amount, plus interest, as described above (collectively, the “Unpaid Balance”) is payable to the Developer and secured under this Reimbursement Agreement solely as described in paragraph 4 above. Interest shall accrue on the amount approved in a Reimbursement Payment Request from the date of the approval of the Reimbursement Payment Request until payment from the Reimbursement Fund. The Unpaid Balance shall be payable, if funds are available, as set forth in the Construction Funding Agreement. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date, and the Unpaid Balance is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #1 Assessment Revenues and, as a result, is unable to make transfers from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement. This Reimbursement Agreement and/or any Future Improvement Area #1 Bonds shall not and shall never give rise to or create:
 - a. a charge against the general credit or taxing powers of the City or any other taxing unit; or
 - b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2023 Improvement Area #1 Bond Indenture or from the net proceeds of any Future Improvement Area #1 Bonds; or

- c. any obligation of the City to issue Future Improvement Area #1 Bonds or other obligations; or
 - d. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from (i) the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2023 Improvement Area #1 Bond Indenture and this Reimbursement Agreement, or (ii) from the net proceeds of any Future Improvement Area #1 Bonds.
6. Within fifteen (15) business days of receipt of any Reimbursement Payment Request, the City shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the Trustee for payment (from those funds available in the Reimbursement Fund), or (ii) in the event the City disapproves the Reimbursement Payment Request, give written notification to the Developer of the City's disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall deliver such partially approved Reimbursement Payment Request to the Trustee for payment.
7. If Future Improvement Area #1 Bonds are issued, the net proceeds of such Future Improvement Area #1 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area #1 Projects paid by the Developer and owed to the Developer pursuant to a Reimbursement Payment Request, and then to pay all or any portion of any Improvement Area #1 Projects Costs. If, after application of the net proceeds of such Future Improvement Area #1 Bonds, any Improvement Area #1 Projects Costs remain unpaid, then the Developer shall pay such cost. If, after application of the net proceeds of any Future Improvement Area #1 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture, and (ii) amounts deposited into any funds created for such purpose under any supplemental indenture relating to any Future Improvement Area #1 Bonds. Once the principal amount of all Future Improvement Area #1 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.

8. If on the later of the final maturity date of the Series 2023 Improvement Area #1 Bonds or the Future Improvement Area #1 Bonds, after application of the net proceeds of any Future Improvement Area #1 Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable.
9. The Developer has the right to convey, transfer, assign, collaterally assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance, whether such payment is from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture, or (ii) net proceeds of any Future Improvement Area #1 Bonds (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer, including, for each Transferee, the information required by Section 17 below, is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in (i) the issuance of municipal securities, (ii) the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (iii) the City being subject to additional reporting or record keeping duties without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the Transferee.
10. The inability or failure of the City to issue Future Improvement Area #1 Bonds shall not constitute a Failure or Default under this Reimbursement Agreement.
11. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture, or (ii) net proceeds of any Future Improvement Area #1 Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property including any debt within the meaning of Article XI, Section 5, of the Constitution of

- the State of Texas. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
12. If the Developer is in compliance with that certain Amended and Restated Development Agreement (Tuscany Estates) between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time (the “Development Agreement”), and following the City’s inspection and approval of the Improvement Area #1 Projects in accordance with the provisions of the Construction Funding Agreement and this Reimbursement Agreement, and until Future Improvement Area #1 Bonds are issued, if ever, there will be no conditions or defenses to the obligation of the City to use amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund, in accordance with and under the Construction Funding Agreement and the Series 2023 Improvement Area #1 Bond Indenture, to pay the Unpaid Balance.
 13. If the Developer is in compliance with the Development Agreement, following the City’s inspection and approval of the Improvement Area #1 Projects and if Future Improvement Area #1 Bonds are issued, there will be no conditions or defenses to the obligation of the City to use the net proceeds of any Future Improvement Area #1 Bonds in accordance with the terms of the Series 2023 Improvement Area #1 Bond Indenture to pay the Unpaid Balance and to pledge the Improvement Area #1 Assessment Revenues as security for the Future Improvement Area #1 Bonds.
 14. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Improvement Area #1 Projects. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City’s or the Developer’s rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
 15. The City may consider issuing one or more series of Future Improvement Area #1 Bonds to pay the Unpaid Balance; however, the Parties covenant and acknowledge that approval of the issuance of any Future Improvement Area #1 Bonds by the City Council is a governmental function within the City’s sole discretion.
 16. This 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 to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.

17. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

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

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 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: Grayson Nastri
Taylor Morrison of Texas, Inc.
6735 Salt Cedar Way Building 1, Suite 200
Frisco, Texas 75034

And to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

18. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

19. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is, in the reasonable opinion of the non-performing Party, diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time 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 Reimbursement Agreement unless the Transferee agrees to be bound.
- b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer, however, shall: (1) affect the obligations of the City to use the amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund in accordance with and under the Series 2023 Improvement Area #1 Bond Indenture and the net proceeds of Future Improvement Area #1 Bonds as provided in this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.
- c. If the City is in Default, the Developer’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.

20. To the extent there is a conflict between this Reimbursement Agreement and the Series 2023 Improvement Area #1 Bond Indenture, the Series 2023 Improvement Area #1 Bond Indenture shall control. To the extent there is a conflict between this

Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control.

21. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement 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 Reimbursement Agreement.
22. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
23. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
24. This Reimbursement Agreement may be amended only by written agreement of the Parties.
25. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.
26. The City shall have the right, during normal business hours and upon three business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #1 Projects. For a period of two years after completion of the Improvement Area #1 Projects, the Developer shall maintain proper books of record and account for the construction of the Improvement Area #1 Projects and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.
27. The Parties agree that at any time after the execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.

28. Upon the levy of the Assessments and/or execution of this Reimbursement Agreement, the Developer and the City hereby agree that this Reimbursement Agreement will replace any other currently existing agreement between the City and the Developer with respect to the reimbursement of developer advances to construct improvements for the benefit of property within Improvement Area #1, with the exception of the Series 2023 Improvement Area #1 Bond Indenture and the Construction Funding Agreement, and the Developer agrees to seek reimbursement for the Reimbursement Amount pursuant to the terms of this Reimbursement Agreement.
29. No Boycott Israel. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, 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 will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
30. Not a Listed Company. 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 2270.0201, 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of 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. As used in this Section, the Developer understands 'affiliate' to mean an

- entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.
31. Verification Regarding Energy Company Boycotts. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.
32. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:
- (i) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A)

means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section

501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of June 13, 2023.

CITY OF CELINA

By: _____
Mayor

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

REIMBURSEMENT PAYMENT REQUEST

REIMBURSEMENT REQUEST NO. ____

Reference is made to that certain Indenture of Trust by and between the City and U.S. Bank Trust Company, National Association (the “Trustee”) dated as of July 1, 2023 (the “Indenture”) relating to the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for Taylor Morrison of Texas, Inc., a Texas corporation (the “Developer”), and requests reimbursement to the Developer (or to the person designated in writing by the Developer) from the Reimbursement Fund under the Indenture for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Improvement Area #1 Projects providing a special benefit to property within Improvement Area #1 of the Cross Creek Meadows Public Improvement District (the “Improvement Area #1 Projects Costs”) and accrued interest thereon.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The Improvement Area #1 Projects Costs set forth in this Reimbursement Payment Request relate to Improvement Area #1 Projects Costs pursuant to Certification for Payment Certificate No. ____ and such request in in accordance with the provisions of the Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement, including limitations regarding the maximum amount due to be reimbursed, and the timing for such disbursements, to the Developer contained therein.
2. Such Certification for Payment Certificate No. ____ has been duly approved by the City and all representations of the Developer pursuant to Certification for Payment Certificate No. ____ are true and remain in effect as of the date hereof.
3. The amount requested to be paid pursuant to of the Reimbursement Payment Request is \$_____ (consisting of \$_____ in Improvement Area #1 Improvements Costs, \$_____ in Improvement Area #1 Major Improvements Costs, and \$_____ in accrued interest).
4. No amounts remain in the Improvement Area #1 Improvements Account and/or the Improvement Area #1 Major Improvements Account to pay the above requested amounts.

Payments requested hereunder shall be made as directed below:

- a. ☒ X amount to Person or Account Y for Z goods or services.

EXHIBIT A

Attachment: Draft Ordinance (Cross Creek Meadows IA #1 – Bond Ordinance)

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Payment Request, acknowledges the Reimbursement Payment Request, and finds the Reimbursement Payment Request to be in order. After reviewing the Reimbursement Payment Request, the City approves the Reimbursement Payment Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer in writing.

Principal Amount to be paid by Trustee from Reimbursement Fund	Interest to be paid by the Trustee from the Reimbursement Fund	Total Amount to be paid by Trustee from the Reimbursement Fund
\$ _____	\$ _____	\$ _____

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Anthony Satarino, Strategic Services Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: 2023 Neighborhood Integrity Program Grant - Heritage HOA

Action Requested:

Consider and act to authorize the Acting City Manager to execute an Agreement by and between the City of Celina and the Heritage Homeowner Association for a Neighborhood Integrity Program grant. (Satarino)

Background Information:

The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and/or increase the quality of life for its residents.

Staff will provide an overview of the 2022 NIP projects and their progress, as well as, an introduction of the 2023 NIP grant recipients and their proposed projects. An agreement between Heritage HOA and the City of Celina for NIP grant funds has been prepared and is now ready for Council's consideration.

Financial Considerations:

The Homeowners Association represented that it will be spend a minimum of \$40,000 in total cost of improvements.

The City will contribute an amount not to exceed \$20,000 towards the cost of improvements.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Heritage - Neighborhood Integrity Program Grant Agreement

Staff Recommendation:

Staff recommends approval.

NEIGHBORHOOD INTEGRITY PROGRAM GRANT AGREEMENT

Grant Recipient: Heritage of Celina Homeowner Association (hereinafter called "Homeowner Association")

This Neighborhood Integrity Program Grant Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Homeowner Association (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Homeowner Association is the owner in possession of the real property described in **Exhibit "A"** (the "Property"), generally located within the Heritage of Celina Subdivision, Celina, Texas; and

WHEREAS, the City has adopted the Neighborhood Integrity Program Guidelines (as they may be subsequently amended, the "Guidelines") to provide grants for beautification of publicly visible, dedicated common areas, and the Homeowner Association has submitted a complete application for a grant under the Guidelines; and

WHEREAS, the Homeowner Association has advised the City that a contributing factor that would induce the Homeowner Association to undertake the beautification project is to receive a grant as set forth in this Agreement; and

WHEREAS, Homeowner Association shall complete the beautification improvements set forth and described in **Exhibit "B"** (the "Improvements"); and

WHEREAS, the City desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City by facilitating beautification projects for common area amenities; and

WHEREAS, the City has adopted programs for promoting neighborhood integrity, and this Agreement and the grant incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide grants and loans to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, in accordance with Chapter 380 of the Texas Local Government Code, the City has the authority to establish and provide for the administration of one or more programs, including programs for making grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City has determined that making a grant to the Homeowner Association in accordance with this Agreement is in accordance with the City's Neighborhood Integrity Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote neighborhood revitalization in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" is defined in the introductory paragraph.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall have the meaning ascribed in the Recitals above.

"City Grant" shall mean a neighborhood revitalization grant to pay for or defray a portion of the final verified costs to design and construct the Improvements not to exceed twenty thousand and no/100 dollars (\$20,000.00), to be paid as set forth herein.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, as the case may be; (ii) all necessary permits for the construction of the Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction and/or installation of the Improvements has commenced.

"Completion of Construction" shall mean that (i) construction and/or installation of the Improvements have been substantially completed, (ii) the City has inspected and approved the Improvements, and (iii) the City has issued a final certificate of occupancy for the Property, if applicable.

"Effective Date" shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

“Expenditure Information” shall have the meaning ascribed in Section 3.2(b).

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

“Guidelines” is defined in the Recitals.

“Homeowner Association” shall have the meaning ascribed at the top of page 1.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Homeowner Association or any property owned by the Homeowner Association or any of its affiliates or related entities.

“Improvements” shall have the meaning ascribed in the Recitals above.

“Party” and “Parties” are defined in the introductory paragraph.

“Payment Request” means a complete written request from the Homeowner Association to the City for payment of the City Grant, accompanied by copies of invoices, bills, receipts and such other Expenditure Information as may reasonably be requested by the City, reflecting the final, actual costs incurred and paid by the Homeowner Association for the design and construction of the Improvements.

“Property” shall have the meaning ascribed in the Recitals above.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and the Homeowner Association.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Projects

3.1

(a) Facility Construction Timeframe. The Homeowner Association shall design and construct, or cause the Improvements to be designed and constructed, in accordance with this Agreement. Homeowner Association shall, subject to events of Force Majeure, cause Commencement of Construction of the Improvements to occur not later than September 1, 2023, and subject to events of Force Majeure, cause Completion of Construction of the Improvements to occur not later than twelve (12) months after the Commencement of Construction.

(b) Construction of the Improvements. The Homeowner Association shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and/or landscaping plan as required by the City for the Improvements not later than ninety (90) days after the Effective Date. The Improvements shall be constructed and operated in accordance with any site plan, building/structure elevations, and landscape plan approved by the City. Homeowner Association agrees that materials and finish-out used for the Improvements shall be substantially similar to the description and/or depiction in Exhibit "B". Homeowner Association agrees that construction and/or installation shall be in conformance with the most recently adopted building codes of the City and that permits will be acquired, if required by City ordinance, before Commencement of Construction. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Homeowner Association represents that it will spend at least \$40,000 on the Improvements.

(c) Permit Fees. If Homeowner Association is required to obtain a City permit and then timely applies for a permit for the Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the permit fees normally charged by the City.

3.2 Improvements Project.

(a) Cost Participation. The City agrees to contribute to the final, verified actual costs of the installation and/or construction of the Improvements through the payment of the City Grant. The payment of the City Grant shall be paid not later than thirty (30) days after the date of the last of the following events to occur: (i) City's receipt and approval of the Payment Request, which must show at least \$40,000 in total costs on the Improvements; (ii) Completion of Construction of the Improvements; (iii) the date of issuance of a final certificate of occupancy by the City for the Improvements, if applicable, and (iv) verification by the City of the final, actual costs incurred and paid by the Homeowner Association for the installation and construction of the Improvements.

(b) Improvement Cost Verification. Following Completion of Construction of the Improvements, but not later than thirty (30) days after Completion of Construction of the Improvements, Homeowner Association shall submit to the City the Payment Request accompanied by the receipts, records, and invoices for the payment of the costs to design and construct the Improvements, and such other records as the City may reasonably request to verify such the final actual costs are at least \$40,000 ("Expenditure Information"). The City shall verify

the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Homeowner Association, and Homeowner Association shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

3.3 Non-Alteration of Improvements. Homeowner Association shall not alter the Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals, and permits issued in connection with the Improvements.

3.4 Maintenance of Improvements. Maintenance of Improvements shall be the sole responsibility of the Homeowner Association. Homeowner Association shall, at Homeowner Association's sole cost and expense, maintain all Improvements in the same or better condition existing as of the Completion of Construction for a minimum of five (5) years.

3.5 Repair of Partial Damage to Improvements. The Homeowner Association shall commence the repair of any partial damage to any Improvements within sixty (60) days after the damage and complete such repairs within one hundred and twenty (120) days after the damage for a minimum of five (5) years following Completion of Construction.

3.6 Replacement of Improvements. Homeowner Association shall commence the replacement of any Improvements that are totally destroyed within ninety (90) days after the destruction and shall complete such replacement within one hundred and eighty (180) days after the destruction for a minimum of five (5) years following Completion of Construction.

3.7 Insurance. During the five (5) year period following Completion of Construction, Homeowner Association shall maintain casualty insurance covering the full replacement cost of all Improvements and shall provide insurance certificates evidencing such coverage to the City within thirty (30) days after request by the City.

Article IV Conditions to Grant Payments

4.1 The obligation of the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Homeowner Association, plus each of the terms and conditions set forth below:

(a) Payment Request. Homeowner Association shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

(b) Good Standing. Homeowner Association shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Certificate of Occupancy. Homeowner Association shall have timely received a Certificate of Occupancy for the Improvements, if required by City ordinance.

(d) Expenditure Information. Homeowner Association timely submits the Expenditure Information to the City and the City verifies that Homeowner Association incurred costs of at least \$40,000 in installing and/or constructing the Improvements.

Article V

Termination, Remedies. and Recapture

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City, if the Homeowner Association defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) By the City, if any Impositions owed to the City or the State of Texas by the Homeowner Association shall have become delinquent (provided, however, the Homeowner Association retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, if the Homeowner Association suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City immediately if the Homeowner Association files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
- (g) by the City, if any applicable permits required for the Improvements and issued by the City are revoked or expire, and Homeowner Association fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Homeowner Association within thirty (30) days after written notice thereof; or
- (h) by the City immediately upon the filing by Homeowners Association of any lawsuit against the City.

5.2 Offsets. If, and only if, Homeowner Association is in default under this Agreement beyond any applicable notice and cure periods, the City may, at their option, but upon prior written notice to Homeowner Association, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Homeowner Association, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City shall provide Homeowner Association with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what

amounts.

5.3 City Remedy for Homeowner Association's Deviation in the Improvements. Any deviation in the Improvements without the prior written consent of the City may, in the City's sole discretion, result in the forfeiture by the Homeowner Association of the City Grant and in such event the City shall have the right to terminate this Agreement by written notice to the Homeowner Association and neither Party hereto shall have any further rights or obligations under this Agreement except for those that expressly survive the termination of this Agreement.

5.4 City Remedy for Homeowner Association's Alteration of the Improvements. If Homeowner Association alters any Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and building permits issued in connection with the Improvements, without the prior written consent of the City, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.4, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.5 City Remedy for Homeowner Association's Failure to Maintain, Repair or Replace Improvements. If Homeowner Association fails to timely comply with the Homeowner Association's covenants to maintain, repair and/or replace improvements completed as part of the Improvements as more fully set forth in Sections 3.4, 3.5 or 3.6 of this Agreement, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.5, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.6 City's Additional Remedies. In addition to the remedies set forth in Sections 5.1, 5.2, 5.3, 5.4 and 5.5 above, in the event of a Homeowner Association default, the City shall have the right to terminate this Agreement by written notice to the Homeowner Association in which event neither Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement and the City shall further have the right to exercise any and/or all other rights and remedies available to the City under this Agreement and/or pursuant to the laws of the State of Texas, provided, however, the City shall not be entitled to the recovery of consequential, punitive, exemplary or speculative damages.

5.7 Homeowner Association Remedy. Upon the occurrence of a City default, the Homeowner Association shall not have the right to terminate this Agreement. The City and the

Homeowner Association acknowledge and agree that this Agreement is not a contract for goods or services and the City's immunity from suit is not waived pursuant to Subchapter I of Chapter 271, V.T.C.A., Local Government Code, as amended. Alternatively, if and only in the event a court of competent jurisdiction determines the City's immunity from suit is waived under Subchapter I of Chapter 271, V.T.C.A., Local Government Code, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (i) the total amount of damages, if any, awarded against the City shall be limited to actual damages in an amount not to exceed the amount of the City Grant;
- (ii) the recovery of damages against the City shall not include consequential, punitive, exemplary, or speculative damages;
- (iii) the Homeowner Association shall not recover attorney's fees; and
- (iii) the Homeowner Association shall not be entitled to specific performance or injunctive relief against the City.

5.8 Survival. All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article V shall expressly survive the expiration or termination of this Agreement.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Homeowner Association to receive the City Grant shall be personal to the Homeowner Association and shall not transfer to the Homeowner Association's successors and assigns unless expressly agreed to in writing signed by both the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City's obligations to pay the City Grant as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Homeowner Association, or any third parties in connection with the Improvements and/or the Property, and Homeowner Association hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Homeowner Association acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Homeowner Association, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

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

If intended for Homeowner Association, to:

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and

enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Homeowner Association agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Homeowner Association shall repay the City Grant herein and any other funds received by the Homeowner Association from the City as of the date of such violation within 120 days after the date the Homeowner Association is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Homeowner Association is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Homeowner Association or by a person or entity with whom the Homeowner Association contracts.

EXECUTED on this 20 day of April, 2023.

CITY OF CELINA, TEXAS

By: _____
Karla Stovall, Acting City Manager

HERITAGE OF CELINA HOMEOWNER ASSOCIATION

By: [Signature]
Print Name: Phil Fergusan
Title: President - Heritage of Celina

EXHIBIT "A"

Property Description

Being all of Block "J", Lot 34 of the Heritage of Celina Phase 1 Addition as filed in the Real Property Records of Collin County 2003-0104112



**EXHIBIT “A”
Property Description**

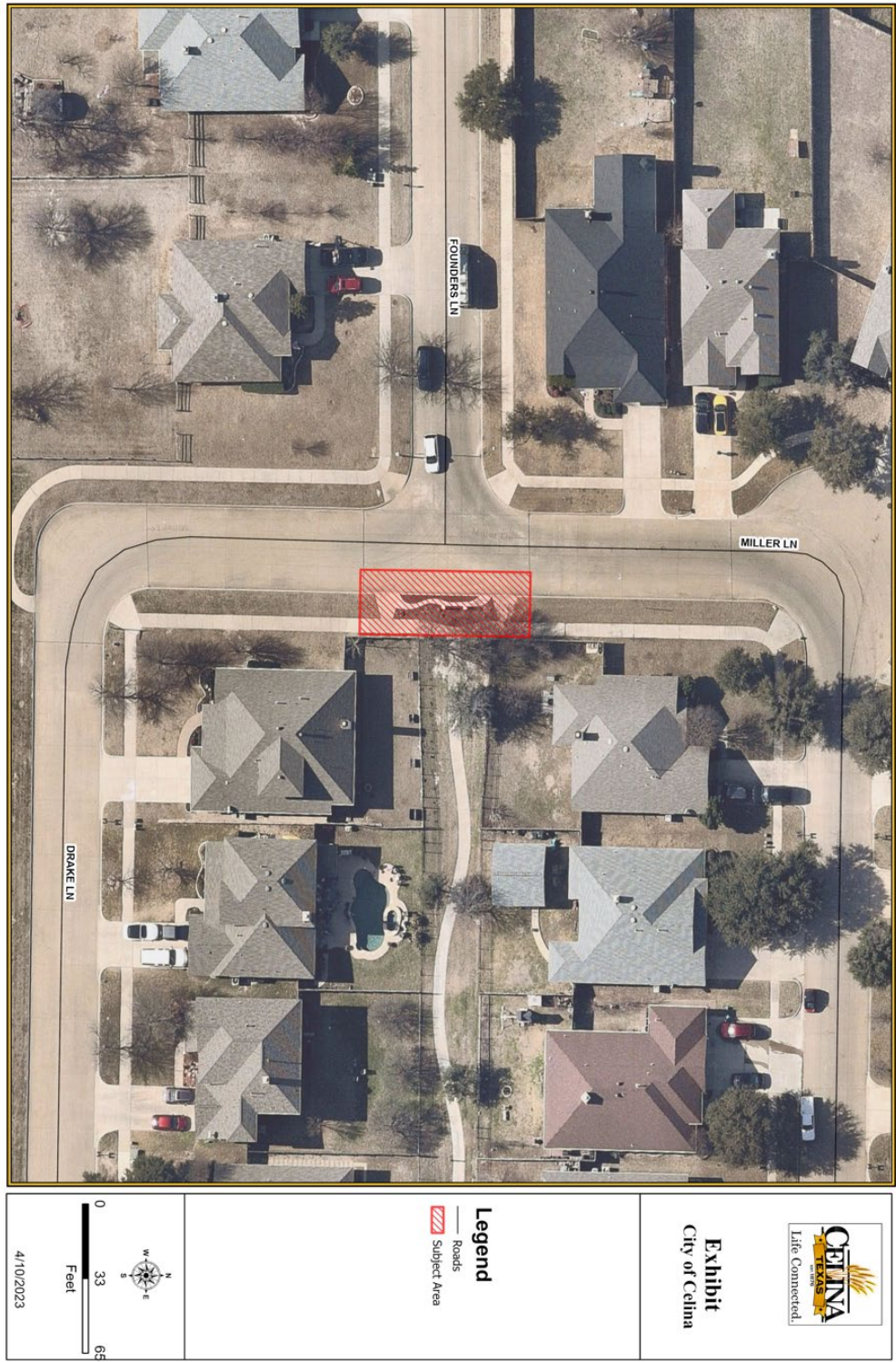


EXHIBIT “B”
DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS



EXHIBIT “B”
DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS

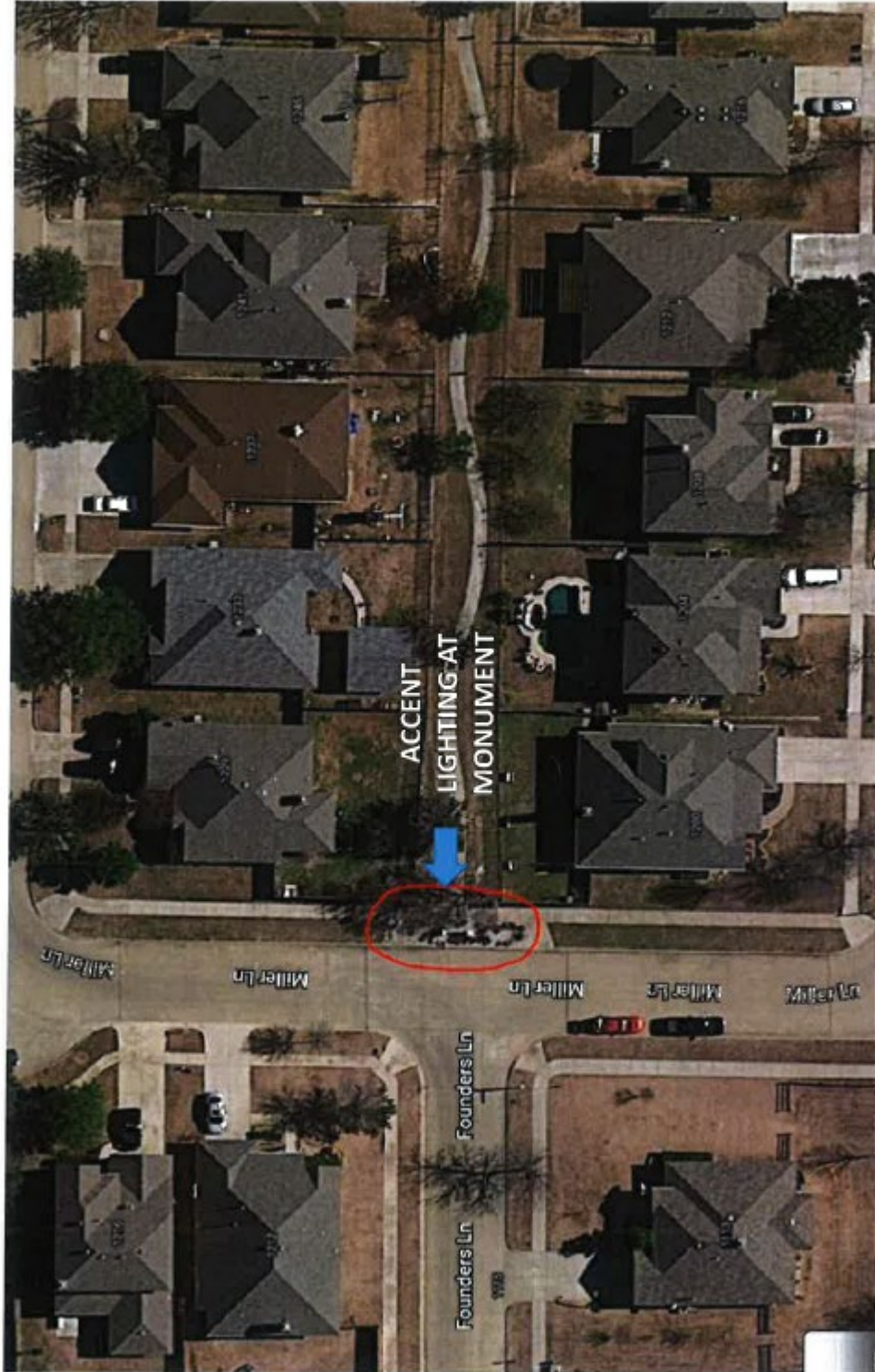
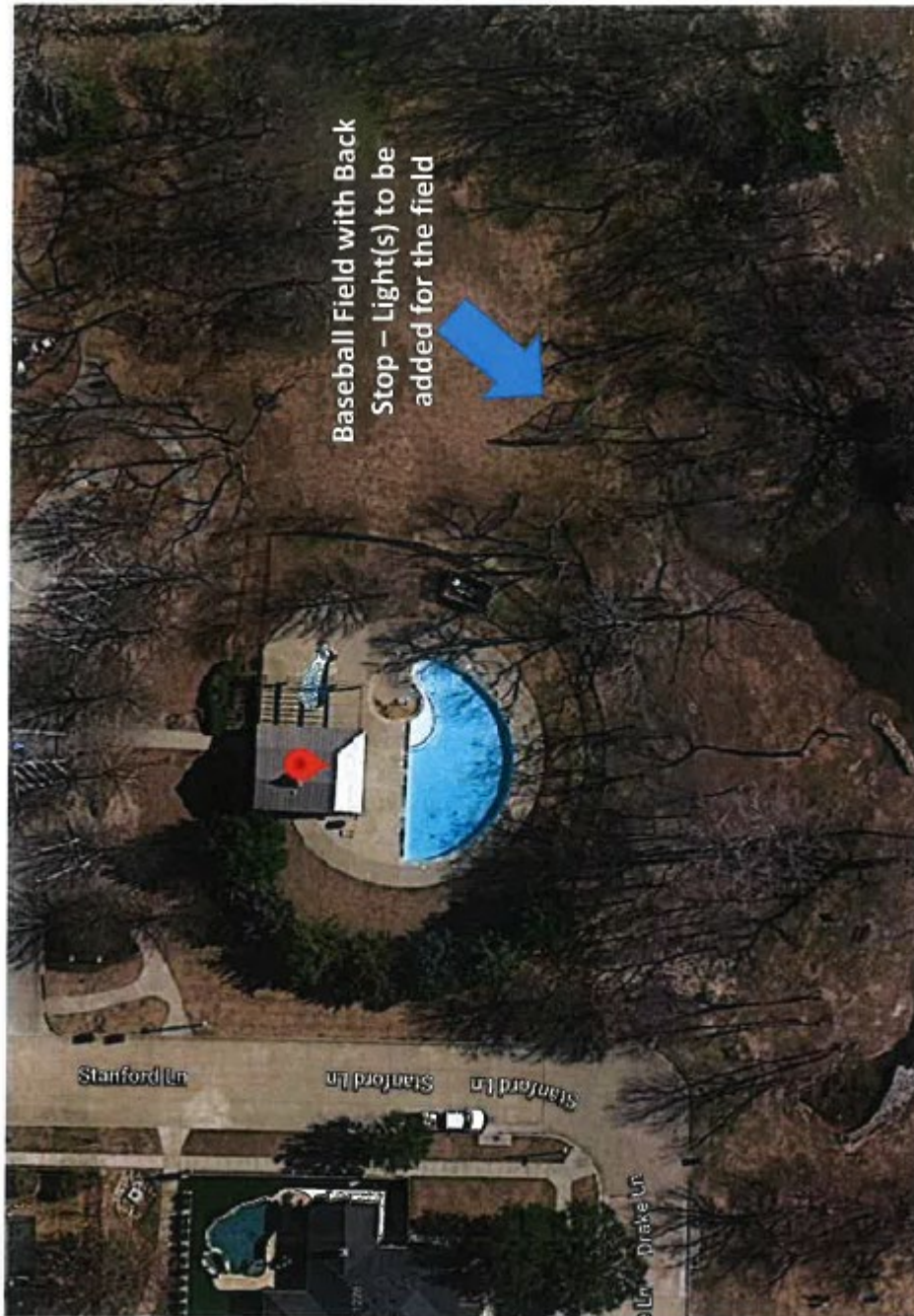


EXHIBIT “B”
DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS





Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Anthony Satarino, Strategic Services Director
 CC: Karla Stovall, Acting City Manager
 Date: June 13, 2023
 Re: Arts & Culture Master Plan

Action Requested:

Consider and act upon a Resolution adopting the Arts & Culture Master Plan. (Satarino)

Background Information:

On September 2022, City Council approved the City procuring the services of Keen Independent Research to create the Arts & Culture Master Plan (previously called the Fine Arts Master Plan). The purpose of this Master Plan is to create direction for planning, processes, and strategies needed to acquire, place, and maintain (visual and performing) public art through the City.

The consultant gave a presentation of the draft to City Council on May 9, 2023. Following direction by Council, both the City and the consultant made the necessary edits to ensure that the Master Plan was historically accurate, which will result in more accurate arts and culture programs. Assuming the Plan is approved, Staff will work with the Fine Arts Board to begin creating arts and culture programs in the City.

Staff is amending the Fine Arts Board ordinance that renames the board to Arts & Culture Commission; broadens the definition of the term public art; and amend the ordinance to include culture, music, video/film, theater, temporary arts, and musical acts.

Board Review/Citizen Input:

The Fine Arts Board reviewed and approved the Arts & Culture Master Plan.

Alternatives:

City Council could decide not to adopt the Master Plan.

Staff Recommendation:

Staff recommends approval.



Arts & Culture MASTER PLAN





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Life Connected. Mural by Bristen Phillips
Photo: City of Celina



Attachment: CelinaTXArtsandCultureMasterPlan (Arts & Culture Master Plan Adoption)

SECTION 1: INTRODUCTION

Introduction

The City of Celina, Texas engaged Keen Independent Research in September 2022 to create a 5-year Arts and Culture Master Plan.

What is an Arts and Culture Master Plan?

An Arts and Culture Master Plan is designed to be a strategic guide to help cities with planning and decision-making regarding arts and culture as a driver to improve quality of life, increase tourism and support local economic development. Plans help cities focus their efforts in providing arts and culture-related infrastructure, services, programming and funding for residents, business owners, arts organizations and other stakeholders.

Purpose

The purpose of this Arts and Culture Master Plan is to define the City's role in supporting arts and culture, guide planning and strategies over the next five years needed to acquire, develop and maintain public art and support the City's goals of ensuring quality of life and economic development.

How to Use this Arts and Culture Master Plan

This Arts and Culture Master Plan will be primarily utilized by the City to guide decision making over the next five years. Individuals and arts and cultural organizations can use this Plan to help guide their strategic thinking, highlight how their goals align with the Plan when applying for grants and to monitor the initiatives outlined within.

This Plan is not designed to pick winners or grantees or to develop specific programs but rather guide the direction and strategic thinking of future decisions for the City and community.

The City can use this Plan as a guide to recognize and support arts and culture in Celina, as well as to honor and celebrate the City's rich history.



Celina, Texas
Photo: City of Celina



Splash & Blast Concert
Photo: City of Celina

Acknowledgements

This 5-year Arts and Culture Master Plan was made possible by the leadership and staff of the City of Celina, as well as the City's stakeholders and community members. Special thanks to:

City Council

- Sean Terry, Mayor
- Jay Pierce, Mayor Pro Tem, Place 2
- Wendie Wigginton, Deputy Mayor Pro Tem, Place 4
- Philip Ferguson, Place 1
- Andy Hopkins, Place 3
- Mindy Koehne, Place 5
- Tony Griggs, Place 6

Fine Arts Board

- Brian Bender
- Tawnia King
- Gina Overstreet
- Sarah Phillips
- Jennifer Samuelson
- Jack Washington
- Brittany Yanniello

City Staff

- Jason Laumer, City Manager
- Cody Webb, Parks Director
- Joe Monaco, Director of Marketing & Communications
- Anthony Satarino, Strategic Services Director
- Wesley Frank, Assistant to the City Manager – City Secretary
- Drew Jenks, Public Services Analyst

Keen Independent Research

www.keenindependent.com

- Alex Keen, Associate Principal
- Jennifer Tuchband, General Manager and Senior Consultant
- Dr. Roksana Filipowska, Consultant
- Dr. Nicole Yates, Consultant



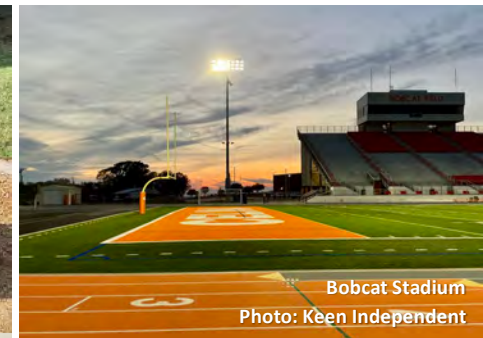
Downtown Celina
Photo: Keen Independent



Detail of Veterans Memorial
Photo: Keen Independent



Public Library sculpture
Photo: Keen Independent



Bobcat Stadium
Photo: Keen Independent

History

The land that is known today as Celina has been stewarded by humans for more than 12,000 years.¹ Early keepers of what is now Collin County include the Caddo, Cherokee, Delaware, Kikaapoi (Kickapoo) and the Tonkawa tribes. It is likely that the Tonkawa, whose name means “they all stay together,” were the main caretakers of contemporary Celina from the 18th Century until the mid-19th Century.²

Preston Road/Shawnee Trail. Old Preston Road originated as a part of a major Native American trail that served as the principal route of immigration and trade between present-day St. Louis and southwestern Texas.³ Immigrants from Missouri and Arkansas arrived into Texas through Native American territory (Oklahoma).⁴ Between 1840 and 1870, Texas cattlemen knew the road as part of the Shawnee Trail, one of the main routes by which longhorn cattle were taken afoot to railheads and then sent northbound by train.⁵

Early Settlement

In 1876, a settlement began to form about one mile southwest of present-day Celina.⁶ John T. Mulkey, Celina’s first postmaster, named the city after Celina, Tennessee, the birthplace of many of the settlers.⁷

¹ Native Land Digital (2023). Retrieved from <https://native-land.ca/> The Texas State Historical Association estimates that the earliest known modern human inhabitants of Texas date back to around 20,000 years ago in Central Texas. Pertulla, T. et. al. (2021). Prehistory. Texas State Historical Association. Retrieved from <https://www.tshaonline.org/handbook/entries/prehistory#:~:text=Evidence%20indicates%20that%20the%20earliest,valley%20area%20in%20Bell%20County.>

² Newcomb, W. W. Jr., & Campbell, T. N. Tonkawa. Handbook of American Indians. 13:2, *Plains*, ed. DeMallie, R. J. (Washington, D.C.: Smithsonian Institution, 2001).

³ Hannaford, J. (1995). Old Preston Road. Texas State Historical Society. Retrieved from <https://www.tshaonline.org/handbook/entries/old-preston-road>



The origins of “Roller Town.” When the merchants of Celina learned that the St. Louis and San Francisco (“Frisco”) Railway would extend its line but miss the settlement, they made plans to bring Celina to the railroad. In February 1902, Celina residents placed their businesses and houses on rollers and used traction engines to cross a wheat field and

⁴ West, Carolyn Effie. [Texas Historical Commission Marker: Preston Road/Shawnee Trail], photograph, 2011-12/2012-03; (<https://texashistory.unt.edu/ark:/67531/metapht256885/>; accessed April 29, 2023), University of North Texas Libraries, The Portal to Texas History, <https://texashistory.unt.edu/>; crediting Private Collection of Carolyn West.

⁵ Gard, W. (2016). Shawnee Trail. Texas State Historical Association. Retrieved from <https://www.tshaonline.org/handbook/entries/shawnee-trail>

⁶ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

⁷ Celina Area Heritage Association and Museum. Celina History. Retrieved from <https://www.celinamuseum.com/history>

History

relocate to the new site adjacent to the newly laid tracks. This event inspired the nickname “Roller Town.” Celina was incorporated in 1907 with Will Newsom serving as the City’s first mayor.⁸

Agricultural Boom

Wheat played a major role in Celina’s development. During the first half of the 20th Century, the Celina Mill & Elevator Company handled more feed than any plant in Texas and shipped large quantities across the United States.⁹

Downtown Square. In 1911, J. Fred Smith, the President of the Mill, designed a three-sided city square and graveled the streets. The Downtown Square continues to be the main gathering site for the City to this day. In 1997, the Texas Historical Commission and the National



⁸ Ibid.

⁹ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

Trust for Historic Preservation designated Celina as an official Main Street City to acknowledge the City’s efforts to preserve and develop its Downtown Square.¹⁰



Celina Today

Celina of today is developing quickly while seeking to maintain its small-town feel and rich history. Celina residents have long been connected through their pride in the Bobcat football team, dedication to civilian and military service and an entrepreneurial spirit. Arts and culture can engage and welcome new residents while celebrating Celina’s vibrant past.

¹⁰ Ibid.

Background

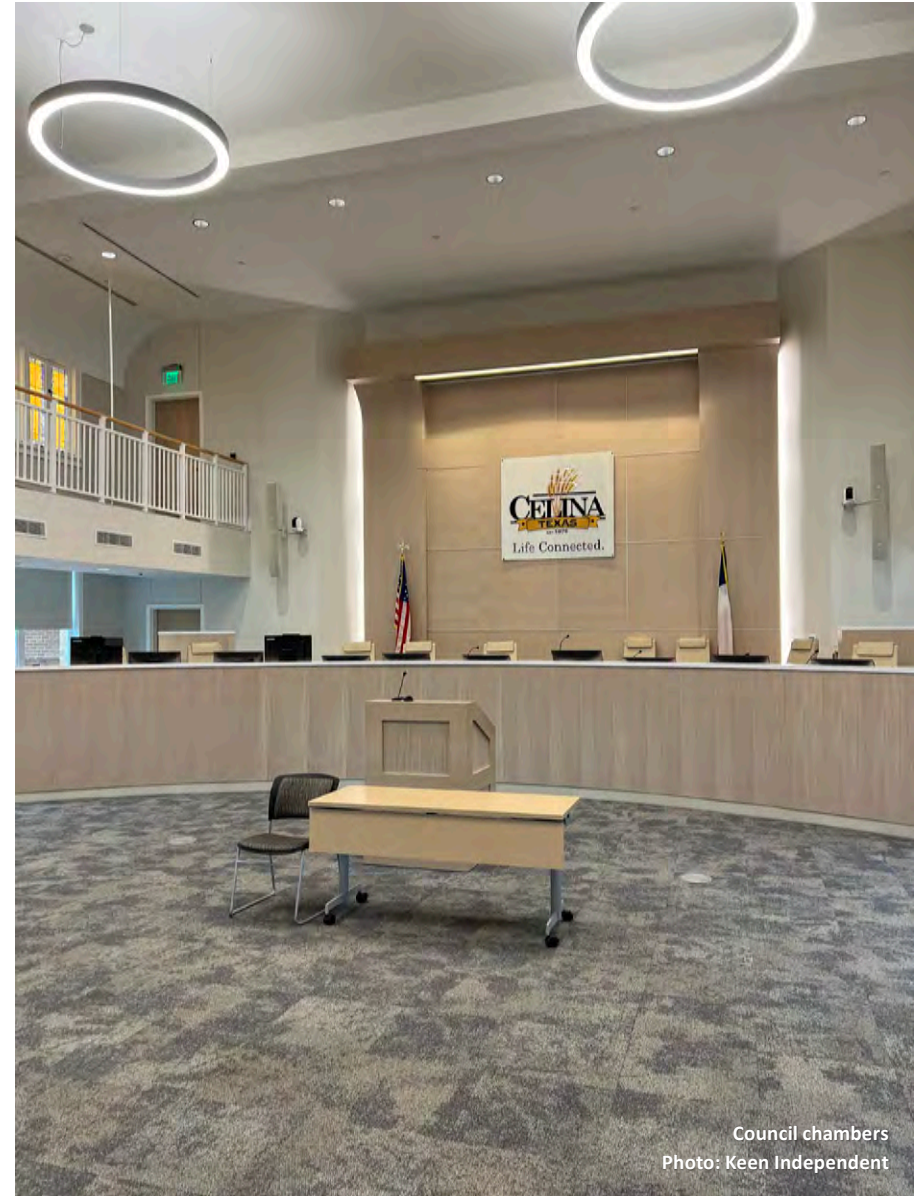
Fine Arts Board and Public Art Program Ordinance

In March 2020, City Council passed the Fine Arts Board and Public Art Ordinance. Soon after, the COVID-19 pandemic delayed the ordinance from being put into action. Keen Independent's engagement and the formation of the Fine Arts Board were both approved during a September 2022 City Council meeting. The Arts and Culture Master Plan is meant to guide the activities of the Fine Arts Board and members were engaged throughout the planning process.

City Plans

The Arts and Culture Master Plan is designed to support the City's existing planning efforts. A literature review of the City's Strategic and other Master Plans show that there are ample opportunities to integrate art and culture throughout Downtown development, planning for the Entertainment District, supporting the diverse needs of Celina's neighborhoods and expanding the City's parks, trails and recreation initiatives. For an analysis of City plans and how arts and culture fit into them, see Appendix C.

This Arts and Culture Master Plan aims to help the City tell the story of Celina through aesthetic experiences that enrich the lives of residents and bolster economic growth.



Council chambers
Photo: Keen Independent

Methodology

For this Arts and Culture Master Plan, the study team used the following methodology to develop findings and recommendations.

Keen Independent conducted:

- Robust virtual and in-person stakeholder engagement with City leaders and staff, arts and culture leaders and community members. Over 800 people shared their perspective on the Plan through the following efforts:
 - An in-person Town Hall;
 - In-depth stakeholder interviews and focus groups;
 - Virtual Workshop with over 700 participants;
 - In-person Draft Plan presentation; and
 - Study hotline and email feedback.
- Literature review of existing Celina plans;
- Benchmarking of comparable policies and funding tools; and
- Analysis of demographic and population trends.



Beware! of the Square
Photo: City of Celina



Attachment: CelinaTXArtsandCultureMasterPlan (Arts & Culture Master Plan Adoption)

SECTION 2: EXECUTIVE SUMMARY

Key Findings

This section describes the Arts and Culture Master Plan stakeholder and community engagement process along with a presentation of key findings.

Stakeholder and Community Engagement

Keen Independent conducted extensive engagement with Celina residents and community leaders between October 2022 and February 2023.

Stakeholder engagement. The Arts and Culture Master Planning process included in-depth interviews and focus groups with over 30 stakeholders, including members of City Council, the City Manager's Office, Fine Arts Board and Celina Area Heritage Museum Board, as well as local community leaders, educators, artists and performers. Stakeholders were asked a series of questions about what makes Celina unique, developing arts and culture in the City and anticipated markers of success for the Plan's implementation. See Appendix E for an analysis of these interviews.

Community engagement. Celina residents were invited to participate in multiple ways throughout the planning process. Over 600 Celina community members completed a virtual workshop where they were asked about interest in arts and culture, themes from Celina's history, desired locations for arts and cultural amenities and perceived barriers to developing art and culture in the City. For an analysis of virtual workshop responses, see Appendix F.

Residents were also invited to an in-person Town Hall where preliminary findings were presented for feedback. This gathering featured several brainstorming activities for residents to share ideas for arts and cultural amenities and programs. See Appendix D for an analysis of feedback from this event.

Additional outreach tools. In addition to the virtual workshop and in-person engagement, residents had access to an Arts and Culture Master Plan telephone hotline and email address throughout the process to maintain an open door of communication between the community and Keen Independent.



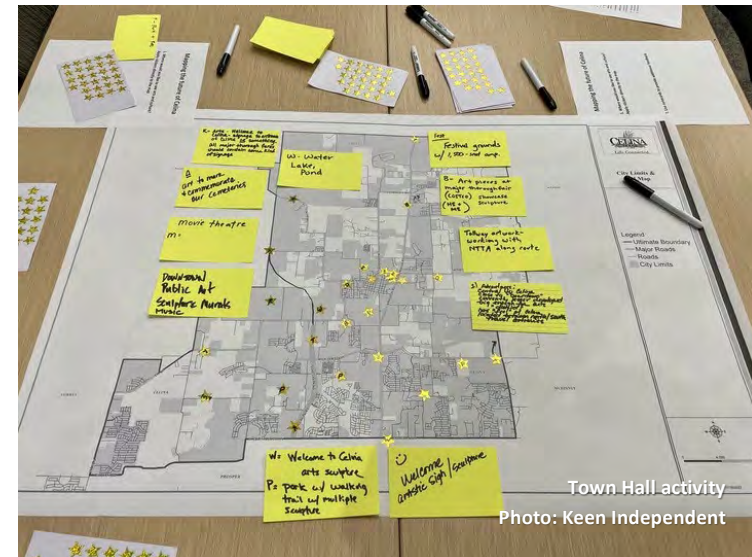
Town Hall participant
Photo: Keen Independent

Key Findings

Stakeholder and Community Perspective

The following themes emerged through the stakeholder and community engagement process:

- Celina residents are enthusiastic about arts and culture. Community members are asking for more:
 - Public art (murals, sculptures, etc.);
 - Festivals, cultural celebrations and events;
 - Music; and
 - Performing arts.
- Residents of all ages are interested in art and culture, including:
 - Children and families with kids;
 - Students;
 - Young professionals without children; and
 - Seniors.
- There is a desire for arts and cultural spaces and amenities, including:
 - Community center in Downtown Celina;
 - Maker space in the Entertainment District;
 - Community theater;
 - Event space; and
 - Shaded structures throughout parks to perform and practice music and/or dance.
- Celina residents see art and culture as crucial to fostering community as the City grows;
- There is a need to welcome new residents and integrate Celina's many neighborhoods;
- Local artists, musicians, performers and creatives have to go elsewhere to perform, practice, sell and develop their art;
- Residents must go elsewhere to enjoy and support art and culture;
- Downtown Square is the heart of Celina and residents hope it will remain the City's main gathering site; and
- Celina's long-term and new residents are interested in the City's history and want to celebrate its growing diversity.



Shared Vision of the Role of Arts and Culture in Celina

Stakeholders and community members were asked what success looks like for developing arts and culture in Celina. Key quotes and major themes are highlighted below.

Success

Stakeholders and community members share a vision of success that includes cultivating Celina's uniqueness, supporting creative entrepreneurship and weaving arts and culture throughout the City.

Cultivating Celina's uniqueness. Stakeholders and community members are in agreement that they do not want to see the City develop in a way that is inauthentic to Celina. Residents emphasized the need to retain what makes Celina unique, including preserving its Downtown architecture and supporting local creatives whose art and ideas celebrate Celina's uniqueness or build upon it.

Supporting creative entrepreneurship. A throughline in stakeholder and community engagement is that Celina is, and has always been, a place where people make things happen. Celina's agricultural history is one of entrepreneurship and the City is attracting entrepreneurial residents who want to build arts and cultural businesses and sustain a livelihood from their art. Pairing local creatives with businesses to sell, feature, and support artists, musicians and performers is an opportunity to drive the City's economic growth. Streamlining this process will reduce barriers to entry for residents wanting to contribute art and participate in creative entrepreneurship.

Weaving art and culture throughout City. Celina residents want to see art and culture throughout the City. There is a demand for art and culture, and residents want opportunities to enjoy, support and share art and culture without leaving Celina.

"[Celina is] like the Gold Rush. Don't forget and maintain the cool stuff."

"Generations have lived here, and their impact can be seen everywhere. Stories are waiting to be shared via 'Arts and Culture'."

"[What makes Celina unique is] its rapid development, its commitment to progress and community (mom and pop shops), and its up-and-coming diversity."

"I'd like to see the City incorporate more culturally sensitive events."

"I love the murals that we've done. They've enhanced the City more than we've realized they would."

"Creativity builds community and creativity binds people together."

"We deserve a community center."

"Maker space/incubator for Texas craftsmanship that feeds into gallery."

"It is okay to test a lot of ideas and see what works for Celina."

"This is great that Celina is starting to think about [art and culture] as it continues to grow!"

Goals and Strategies



The following goals and strategies will help define the shared vision of the role of art and culture in Celina.

Four goals for Celina arts and culture emerged throughout the engagement process:

- 1. Integrate art and culture into existing and future City development;**
- 2. Develop art and culture to celebrate Celina's history and the diversity of its residents;**
- 3. Approach art and culture as a tool for gathering residents Downtown and unifying neighborhoods; and**
- 4. Cultivate a local art and cultural economy to enhance quality of life, generate creative jobs and keep resident art and entertainment spending in Celina.**

The following six strategies to help achieve these goals are as follows:

- 1. Cultivate arts and culture strategically;**
- 2. Designate spaces and places for art;**
- 3. Develop placemaking concepts;**
- 4. Utilize and plan facilities for arts and culture;**
- 5. Use industry standard and inclusive language; and**
- 6. Identify and allocate funding sources.**

Celina Cajun Fest
Photo: City of Celina



Attachment: CelinaTXArtsandCultureMasterPlan (Arts & Culture Master Plan Adoption)

SECTION 3: RECOMMENDATIONS

1. Foster Growth and Development of Arts and Culture in the City



With Celina increasing so rapidly in population, the arts and cultural programming in the City should be growing at a similar rate.

1-1. Support local arts organizations, artists, performers, musicians, makers and creatives

Celina residents are creative and looking for opportunities to share and develop their skills and talents. Supporting Celina artists, performers, musicians and creatives helps residents' livelihoods and designates the City as a destination for art and culture.

This may include:

- Creating and promoting a centralized website or portal for local businesses to discover and hire Celina-area artists, performers, musicians and creatives;
- Developing the Downtown Improvement Program to pair local businesses with artists to feature live music and performance, along with arts and crafts for sale;
- Expanding opportunities for local creatives to participate in City festivals;
- Featuring Celina student artists, musicians, performers and creatives in City festivals and events;
- Prioritizing Celina-area creatives for vendor spots at City events and festivals;

- Revising the language in the Fine Arts Board and Public Art Program Ordinance to state the City's intention to support local artists, performers, musicians, makers and creatives; and
- Commissioning Celina-area creatives for public art and City-organized festivals and events.

1-2. Help artists and arts organizations find and acquire resources for their work

Celina artists are interested in developing spaces, businesses and programs for art and culture but may need assistance acquiring additional resources to accomplish this.

Acquisition assistance may include:

- Advertising relevant grants and fellowships to artists, musicians, performers, makers and creatives; and
- Encouraging corporate matching when local businesses, groups and individuals fundraise for art and culture.

1. Foster Growth and Development of Arts and Culture in the City

1-3. Explore the opportunities that a Hotel Occupancy Tax provides to fund arts and culture

A Hotel Occupancy Tax is a tax applied to hotel rooms rented in the City. This tax is typically paid by tourists visiting the city and no additional tax would be paid by Celina residents. See Appendix J for more information for allocating this tax.

The City should amend its current Hotel Occupancy Tax to include a percentage allocated to art and culture. Applications of tax may include:

- Arts and cultural amenities, such as a community theater;
- Design elements that add to the appeal of the City;
- Public art commissions for the City's collection; and
- Arts and culture festivals that feature local talent and attract tourists.

1-4. Create a community foundation that includes arts and culture fundraising

A community foundation is a public charity that focuses on supporting a geographical area by facilitating and pooling donations to address community needs. For more information on starting and managing a community foundation with a focus on arts and culture, see Appendix J.

This may include:

- Appointing one or two Arts and Culture Board members to help manage community foundation;
- Designating field of interest funds to arts and culture;
- Allocating some scholarship funds to Celina students pursuing arts and culture study; and
- Identifying designated funds for such amenities as a community center and community theater.



1. Foster Growth and Development of Arts and Culture in the City

1-5. Conduct feasibility studies for building new and repurposing existing venues

Building new venues and repurposing existing venues can be a significant investment with substantial risk. The City should consider making these investments in a responsible manner.

This may include:

- Conducting a feasibility study that considers repurposing an existing Downtown building into a community theater. Celina residents are interested in all forms of theatre and are enthusiastic about developing a performance venue.
- Conducting a feasibility study for a new arts-focused community center. Celina residents feel strongly about having a community center in or near Downtown Square so that people of all ages, abilities and cultural backgrounds can gather to learn, practice, share and present their talents.
- Conducting a feasibility study for a world-class event center. The Celina 2040 Comprehensive Plan includes the recommendation to conduct such a feasibility study.

1-6. Hire an Arts Coordinator

Hiring a designated City staff member to coordinate arts and culture initiatives will expedite projects and introduce a creative job for a local arts and cultural leader.

Responsibilities may include:

- Supporting the Arts and Culture Board; and
- Working closely with the Strategic Services Director and Downtown Manager to oversee arts and culture.



Historic water tower
Photo: City of Celina

2. Designate Spaces and Places for Art and Culture

As the City grows, investing in art and culture in designated areas can retain the Downtown Square as the heart of Celina while also providing a unifying identity across the different neighborhoods.

2-1. Enhance Downtown through art and culture

Art and culture in the Celina Downtown Square area can drive the City's economic development while preserving its history and role as a central gathering place.

This may include:

- Prioritizing art and culture in the development of Downtown;
- Including design elements that provide shade and relief from sun and weather;
- Commissioning public art, such as murals, sculptures and installations in the area;
- Exploring the development of a museum dedicated to Celina volunteer and professional firefighters;
- Facilitating collaboration between local businesses and Celina-area artists, musicians, performers and creatives by providing initiatives for businesses to sell or feature art and culture; and
- Approaching Downtown as the location for family and intergenerational art and culture programming and expanding accessibility and inclusive offerings.

2-2. Brand the Entertainment District as a place for local artists and creative entrepreneurs

Whereas Downtown will continue to serve as Celina's main gathering site, the Entertainment District can become the destination for supporting local artists and creative entrepreneurs.

This may include:

- Supporting the development of a maker space that includes artist residencies and a gallery showroom with works for sale;
- Introducing a version of the Downtown Improvement Program for the Entertainment District; and
- Supporting events such as Battle of the Bands, an Entertainment District Crawl and pop-up performances geared towards adults and young professionals.



2. Designate Spaces and Places for Art and Culture

2-3. Incorporate art and culture into development of parks and trails

Integrate public art with planning and development of parks, trails and recreation areas.

This may include:

- Incorporating functional art and design, such as benches, shade structures, murals, sculptures, creative play equipment, creative exercise stations and placemaking signage to enhance existing plans; and
- Including shaded gathering structures, such as pavilions and small amphitheaters, in plans to support performances and cultural celebrations.

2-4. Designate Celina as a local destination through art at entryways

Public art and aesthetic signage reflecting Celina's culture at key locations will mark Celina as a destination for art, culture and creativity to residents and tourists alike.

This may include:

- Commissioning gateway monuments around the City;
- Enhancing existing signage to present a unified City brand;
- Adding sculptures to the center of roundabouts; and
- Expanding the lighting program of Celina's water tower.



3. Develop Placemaking Concepts



Art and culture are crucial to placemaking, or the process of creating quality places for people to live, work, create, learn and plan. The following recommendations draw on Celina's rich history and existing assets.

3-1. Involve the community when making decisions about public art

We recommend that the Arts and Culture Board involve Celina residents in selecting and developing public art.

This may include:

- Involve the community or neighborhood that is particularly impacted by a potential project;
- Include a process for residents to submit feedback on potential designs to the Arts and Culture Board; and
- Require artists to involve community members in the making and installation of some public art.

3-2. Reimagine agricultural history through public art

Celina has a rich agricultural history. Residents are interested in learning and preserving this history whether their families have lived in Celina for generations, they are long-term residents or even if they recently moved to the area. One way that public art can activate Celina's history is by marking locations that were significant to the City's development and illustrating its agricultural heritage.

This may include:

- Commissioning public art that highlights historically significant local crops, as well as historical figures, families and groups that developed Celina's agriculture;
- Organizing an annual festival focusing on an aspect of Celina's agriculture (such as a Wheat Fest) to feature local artists, musicians, artisans, brewers and bakers;
- Inviting local artists to repurpose antique equipment into public art that is safe, compelling and interactive;
- Organizing an annual haybale decorating competition to showcase winning entries along roads;
- Featuring artistic interpretations of local crops on City branding and signage; and
- Commissioning functional design that evokes agricultural equipment (such as wheat threshers) into such elements as playground equipment, water fountains, and benches.

3. Develop Placemaking Concepts

3-3. Explore marking historical travel and trade routes

Celina's present-day Old Preston Road was once part of the Shawnee Trail, one of the main routes for longhorn cattle trade during the 19th Century. While most of the land in Celina was dedicated to agriculture, this section of the City has a rich history as a travel route used by Native Americans and Texas cattlemen.

Marking historical trade routes may include:

- Commissioning public art that draws on this history;
- Incorporating images of longhorns on signage to mark the former travel and trade routes; and
- Focusing public art and cultural efforts that relate to longhorns to such locations.

3-4. Highlight Celina's history as "Roller Town"

One of the more unique components of Celina's history is that early 20th Century residents placed their businesses and houses on rollers and used traction engines to relocate near newly laid train tracks. Art and culture can animate this history.

This may include:

- Marking the relocation route with public art or aesthetic signage; and
- Continuing to highlight the nickname "Roller Town" when developing art and cultural amenities.

3-5. Develop neighborhood-specific art and cultural offerings

As Celina grows, its neighborhoods will continue to serve as hubs for residents. Encouraging neighborhood-specific art will encourage residents to feel welcome in Celina.

This may include:

- Developing a process for selecting neighborhood-specific art that involves the community at every step; and
- Supporting the development of art and cultural amenities that celebrate and reflect the race, ethnicity and cultural background of residents.



Christmas on the Square
Photo: City of Celina

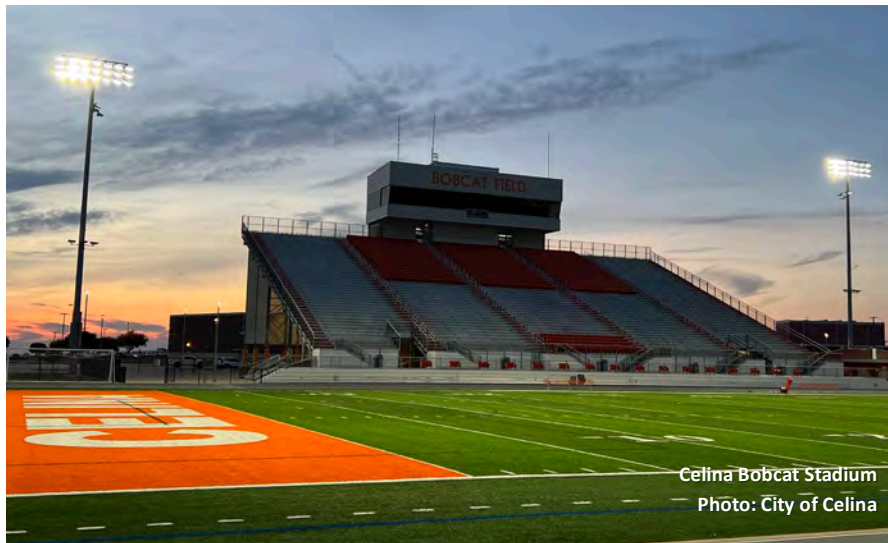
3. Develop Placemaking Concepts

3-6. Feature art and culture near Bobcat Stadium

Celina residents are passionate about football. Highlighting art and culture at or near the stadium would encourage Celina residents to embrace their creativity along with their Bobcat spirit.

This may include:

- Installing public art near Bobcat Stadium that tells the story of Celina's football history;
- Featuring local artists, musicians, performers and makers at the stadium as featured vendors; and
- Developing a public art program highlighting the color orange to reflect Bobcat pride.



3-7. Celebrate Celina's history and growing diversity

Early inhabitants of present-day Celina included Native Americans, settlers from such states as Tennessee and migratory longhorn ranchers. Today, Celina is home to a significant Southeast Asian population and is expected to become more diverse as the City grows. Focusing on the City's history over its present or future may broadcast an unwanted message that the City is resisting development. When selecting public art programming and priorities, it is important to support arts and cultural projects and programming that activate Celina's history along with those that reflect its diversity.

This may include:

- Commissioning public art that tells the story of the diverse people and cultural groups that played a role in Celina's development;
- Commissioning public art and cultural events that reflect the cultural backgrounds of Celina's current residents;
- Expanding City events to include such cultural celebrations as Diwali and Día de los Muertos;
- Selecting a public art program that highlights Celina's past alongside its current and diverse residents;
- Introducing an annual Wheat Fest along with an annual Diwali celebration;
- Continuing to commemorate and celebrate sites of significance to Celina's historic and present-day Black community;
- Featuring different styles of dance and music at City events; and
- Inviting feedback from current residents.

3. Develop Placemaking Concepts

3-8. Unify Celina's neighborhoods through public art

Encourage a sense of community across Celina by investing in art and culture across each of the City's neighborhoods.

This may include:

- Developing a public art initiative where each neighborhood features artwork that has a unifying component while celebrating that neighborhood's distinctive identity;
- Providing incentives for visiting each of the neighborhoods and their artwork, such as scavenger hunts that end in a raffle or discounts at local businesses;
- Advertising neighborhood-specific art and cultural offerings on the City's event calendar;
- Installing displays that show historic images of the neighborhood so new residents can feel connected to Celina's history; and
- Encouraging Homeowners Associations to report on the arts and cultural needs of their communities.



4. Utilize Existing Facilities to Support Arts and Culture

Before developing brand new buildings dedicated to arts and culture, attempt to utilize existing resources. This will allow for faster implementation with less monetary investment.

4-1. Incorporate art and culture into plans for the new library

Community members requested that the new library building includes arts and cultural spaces and programming.

This may include:

- Including multi-purpose classrooms and spaces for arts and cultural programming;
- Commissioning public art for the new library facility;
- Curating rotating gallery space in the new library for local artists to show their work; and
- Encouraging arts and cultural programming for all ages, including classes and workshops.

4-2. Feature art and culture in City facilities

As the City develops its public art program, existing City facilities should serve as spaces of display and promotion for art and culture.

This may include:

- Curating rotating gallery space in City Hall and related buildings for local artists to show their work; and
- Developing spaces for storing and maintaining art.



4. Utilize Existing Facilities to Support Arts and Culture

4-3. Prioritize art and culture in Ousley Park

Residents view the development of Ousley Park as especially relevant to art and culture development in Celina.

This may include:

- Building an amphitheater;
- Installing public art;
- Celebrating George W. Carver School, Celina's historic Black school, when developing the Ousley Park Trail;
- Featuring functional design elements; and
- Developing programming, such as a live music series, theatre plays and musicals, dance and travelling performances.



4-4. Activate unused space

Arts and culture can activate unused and underutilized spaces as the City conducts feasibility studies and gathers community feedback on permanent uses.

This may include:

- Installing pop-up exhibits in empty storefronts;
- Featuring local student artwork and projects;
- Designating an underused space for arts and culture practice or performance while developing a community center or community theater.



5. Use Industry Standard and Inclusive Language

5-1. Rename the Fine Arts Board

The Fine Arts Board and Public Art Program Ordinance uses the terms “fine art” and “public art” interchangeably but the terms have different meanings. “Public art” is more legible to Celina residents, as well as more inclusive, though it tends to primarily evoke ideas of permanent murals and sculptures in public locations.

“Arts and Culture” would indicate that the City is invested in all forms of visual, musical and performance art, along with craft, design and cultural practices.

Consider renaming the Fine Arts Board to the Arts and Culture Board.



Celina, Texas
Photo: Keen Independent



Family poses at Beware! of the Square
Photo: City of Celina



Splash & Blast fireworks show
Photo: City of Celina

SECTION 4: IMPLEMENTATION PLAN

Implementation Plan

To provide Celina with a checklist and timeline for completion, the following matrix provides guidance for implementing each recommendation.

Recommendation	Lead Agency	Potential Partners	Start By	Interim Goal	Stretch Goal
1. Foster Growth and Development of Arts and Culture in the City					
1-1. Support local arts organizations, artists, performers, musicians, makers and creatives	Public Services	Arts and Culture Board	2023	Pass ordinance stating this priority and goal, become Film Friendly City and Music Friendly Texas Community certified	Local artists and organizations have a significant presence in the community, and most events hosted by the City feature local talent
1-2. Help artists and arts organizations find and acquire funding for their work	Public Services	Arts and Culture Board	2024	Develop a centralized resource for finding arts and culture grants for artists and organizations	Local artists and organizations know where to find information regarding grants
1-3. Explore the opportunities that Hotel Occupancy Tax provides fund arts and culture	Strategic Services	City Council and City	2024	Establish and designate portion of Hotel Occupancy Tax to support art and culture	Hotel Occupancy Tax funds a significant portion of arts and culture investments
1-4. Create a community foundation that includes arts and culture fundraising	Strategic Services	Local leaders including City Council and Arts and Culture Board	2024	Form a community foundation with a focus on arts and culture	Community foundation supports a significant portion of arts and cultural projects
1-5. Conduct feasibility studies for building new and repurposing current venues	Strategic Services	Arts and Culture Board	2024	City conducts feasibility studies for various existing facilities and possible venues	City has multiple facilities used for arts and culture
1-6. Hire an Arts Coordinator	Strategic Services	City	2024	Budget for an arts coordinator position	Arts Coordinator is hired and supports Arts and Culture Board and works closely with Downtown Manager
2. Designate Spaces and Places for Art and Culture					
2-1. Enhance Downtown through art and culture	Strategic Services	Arts and Culture Board	2025	Install public art around the Downtown Square	The Downtown area is a gathering place for art and culture at all times, regardless of time of day/week
2-2. Brand the Entertainment District as a place for local artists and creative entrepreneurs	Strategic Services	Arts and Culture Board	2025	Encourage existing businesses to support, feature and develop art and culture	The Entertainment District is seen by the community as a creative hub for art, culture and entrepreneurship
2-3. Incorporate art and culture into development of parks and trails	Public Services	Arts and Culture Board and Parks and Trails	2024	Redesigned Ousley Park features art and culture	Art and culture is a part of all parks and trail systems
2-4. Designate Celina as a destination through art at entryways	Strategic Services	Arts and Culture Board	2024	Install a "welcome" sign program around Celina's boundary	Celina's identity and branding is clear to first-time visitors through public art and signage

Implementation Plan

Recommendation	Lead Agency	Potential Partners	Start By	Interim Goal	Stretch Goal
3. Develop Placemaking Concepts					
3-1. Involve the community when making decisions about public art	Public Services	Arts and Culture Board and City	2023	Regularly solicit feedback from the community and maintain open channels for communication	Public art installations accurately reflect community identity because residents provide input during selection process
3-2. Reimagine agricultural history through public art	Strategic Services	Arts and Culture Board	2024	Install at least one public art piece that is centered around the city's agricultural history	Celina's agricultural history is clear to new residents and first-time visitors through public art initiatives
3-3. Explore marking historical travel and trade routes	Strategic Services	Arts and Culture Board and Parks and Trails	2024	Install signage that recognizes the history of Old Preston Road as a former travel and trade route	Celina has multiple examples of public art that highlight the area's pre-settlement history
3-4. Highlight Celina's history as "Roller Town"	Strategic Services	Arts and Culture Board and City	2024	Install at least one public art piece or sign that is centered around Celina's history as a "Roller Town"	Celina residents and visitors participate in events that celebrate this aspect of the City's history, such as a "Roller Town Run"
3-5. Develop neighborhood-specific art and cultural offerings	Strategic Services	Neighborhood HOAs	2024	Develop a process for each neighborhood to plan and execute an arts and culture project	Each neighborhood features an arts and cultural project reflective of its residents
3-6. Feature art and culture near Bobcat Stadium	Strategic Services	Arts and Culture Board and City	2025	Install at least one public art piece that celebrates Bobcat spirit	Arts and culture are integrated into football games through public art, signage, vendors and performers
3-7. Celebrate Celina's growing diversity	Strategic Services	Arts and Culture Board and HOAs	2024	Events developed by City contain more diverse programming	Celina's residents see their diversity reflected in the City's arts and cultural programs and amenities
3-8. Unify Celina's neighborhoods through public art	Strategic Services	Arts and Culture Board and HOAs	2025	Realize a public art program that includes each neighborhood	Celina residents are more familiar with their neighbors through encountering public art in different neighborhoods
4. Utilize Existing Facilities to Support Arts and Culture					
4-1. Incorporate art and culture into plans for the new library	Public Services	City	2024	Plans for the new library feature public art and spaces for arts and cultural programming	The new library is seen as another arts and cultural asset for the community
4-2. Feature art and culture in City facilities	Public Services	City	2024	Walls and open space in City facilities are used to feature works by local artists	Residents are aware of City facilities that feature artwork and visit them regularly
4-3. Prioritize art and culture in Ousley Park development	Strategic Services	Parks and Trails	2023	Include public art and arts and cultural programming in the park's development	Ousley Park is considered an arts and cultural asset
4-4. Activate unused space	Strategic Services	Local artists and organizations	2024	Explore methods of creatively activating an unused space	Area around the Downtown Square has no empty storefronts or abandoned spaces
5. Use Industry Standard and Inclusive Language					
5-1. Rename the Fine Arts Board	Strategic Services	City	2023	Fine Arts Board and other necessary parties weigh in on updating the name of the Board	Fine Arts Board is renamed to Arts and Culture Board

Scenic view of Celina, Texas
Photo: City of Celina



APPENDICES

Summary of Appendices

Keen Independent provides the following supporting appendices to provide a more detailed analysis for the Arts and Culture Master Plan.

Arts and Cultural Assets

Appendix A provides a map of current cultural assets in Celina, as well as a map that shows requested locations for arts and culture by the City's residents.

History

Appendix B provides a detailed literature review of the history of Celina to provide a foundation for placemaking concepts and potential public art programs that highlight the City's rich history.

Review of City Plans

Appendix C is a review of other City of Celina plans with key considerations for initiatives that include or impact arts and culture. This analysis can be used to align recommendations from this plan with other City plans.

Stakeholder and Community Engagement

Appendices D, E and F contain qualitative and quantitative analyses of engagement activities that were conducted throughout the planning process. Appendix D contains an analysis of feedback from an in-person Town Hall in November 2022. Appendix E is an analysis of comments from in-depth interviews with key stakeholders. Appendix F shares the results and analysis of responses to the virtual workshop.

Market Analysis

Appendix G provides an analysis of the demographics of Celina as they compare with national averages, as well as population forecasts out to 2050. This appendix also provides an inventory of arts and cultural assets and businesses.

Benchmarks

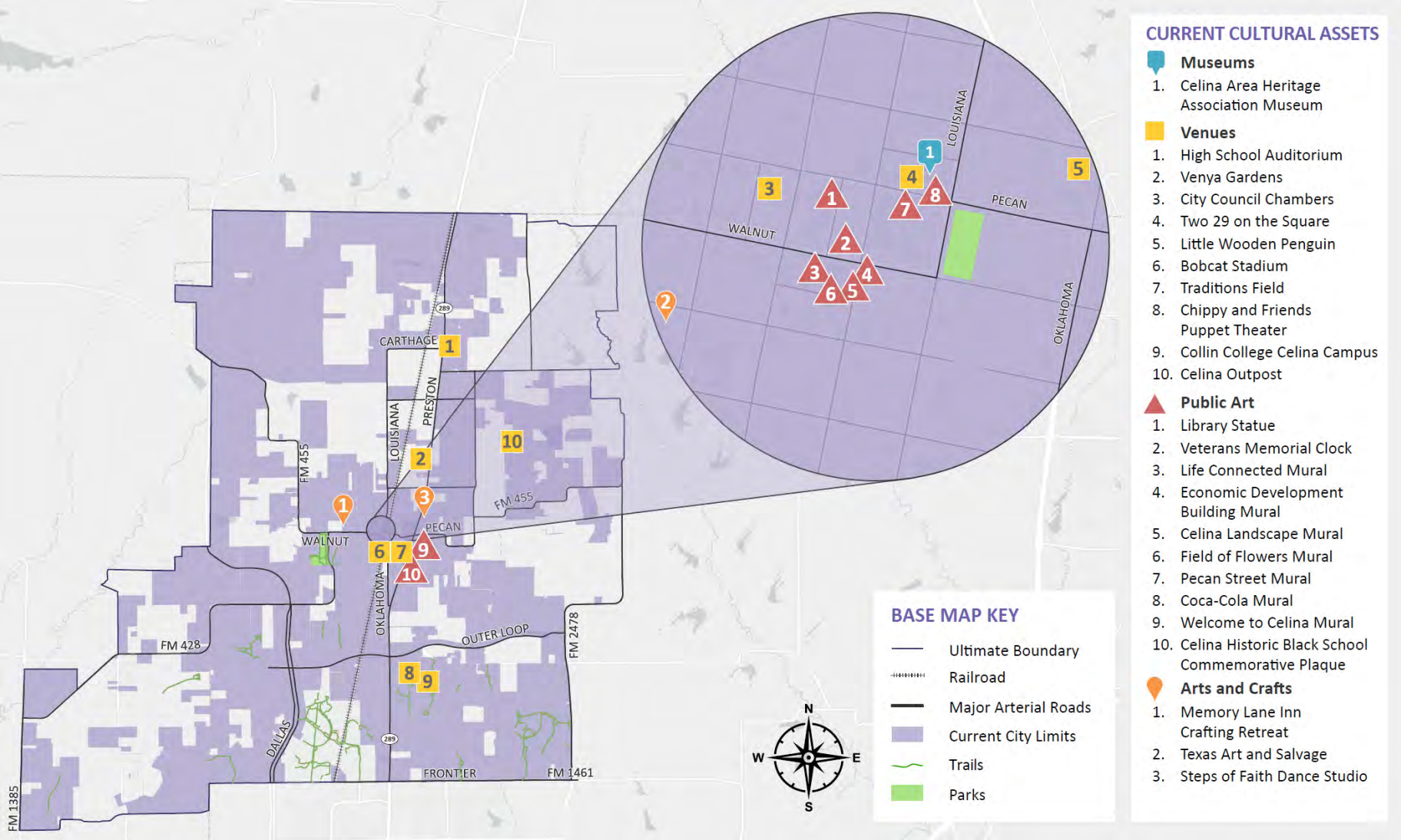
Keen Independent looked to other cities to gather strategies and lessons learned that could be applicable to Celina as it continues to grow its arts and cultural offerings. Appendix H provides arts and cultural profiles of similar cities. Appendix I presents several considerations regarding an Art in Public Places policy based on how other cities have administered similar policies.

Potential Funding Sources

Appendix J provides an overview of current sources of arts and cultural funding for the City and several recommendations for increasing this funding.

Appendix A. Arts and Cultural Assets

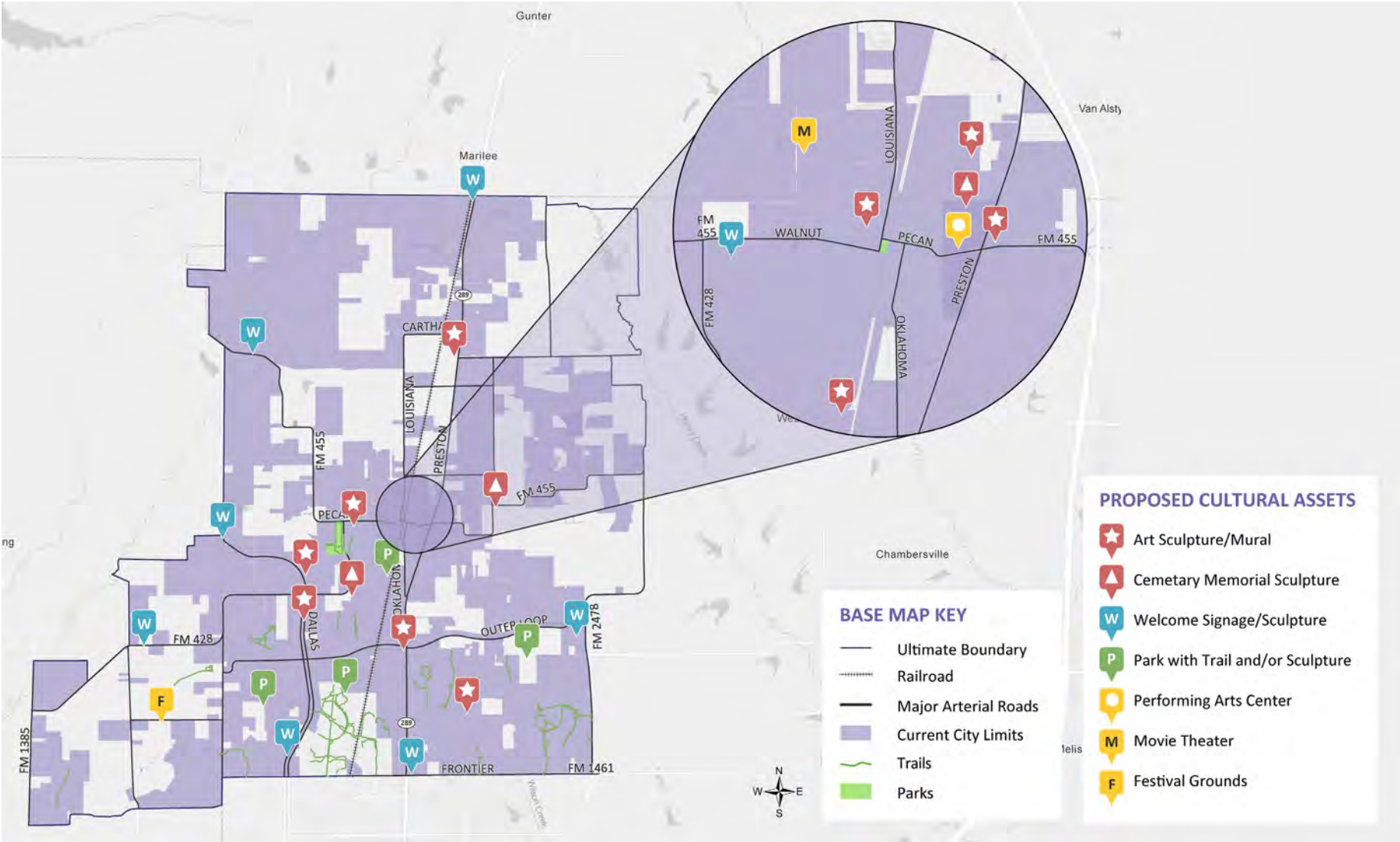
A-1. Map of current cultural assets in Celina, TX



Source: Keen Independent Research.

Appendix A. Arts and Cultural Assets

A-2. Proposed locations for cultural assets identified by Celina residents at an in-person Town Hall in November 2022



Source: Keen Independent Research.

Appendix B. History of Celina

This appendix provides an overview of Celina’s history as it relates to the themes and questions that emerged throughout the planning process, as well as highlights examples of the City’s interest in art and culture.

History of Celina

The land that is today known as Celina has been stewarded by humans for more than 12,000 years.¹ Early keepers of what is now Collin County include the Caddo, Cherokee, Delaware, Kikaapoi (Kickapoo) and the Tonkawa tribes. The different tribes of North Texas coexisted peacefully while farming and hunting.²

Tonkawa. It is likely that the Tonkawa, whose name means “they all stay together,” were the main caretakers of contemporary Celina from the 18th Century until the mid-19th Century.³ Due to their horsemanship, Tonkawa warriors served as U.S. Army Scouts.⁴ In 1859, the Tonkawa and the other Texas Indian tribes were relocated to the Wichita Agency in Western Oklahoma.

The Tonkawa returned to Texas during the Civil War but were once again relocated in 1884, this time to what is now Kay County, Oklahoma.⁵ A portion of that initial reservation has become the Tonkawa Tribal Reserve. As of 2022, Tonkawa tribal enrollment was 718.⁶

Texas longhorns. Old Preston Road originated as a part of a major Native American trail that extended from the site of present-day St. Louis, Missouri, to southwestern Texas.⁷ The trail was a principal route of immigration and trade. Between 1840 and 1870, Texas cattlemen knew the road as part of the Shawnee Trail, one of the main routes by which longhorn cattle were taken afoot to railheads and then sent northbound by train.⁸



Source: Texas State Historical Society

¹ Native Land Digital (2023). Retrieved from <https://native-land.ca/>

² Collin County History (2022). Collin County, Texas History: Indians. Retrieved from <https://www.collincountyhistory.com/indians.html>

³ Newcomb, W. W. Jr., & Campbell, T. N. Tonkawa. Handbook of American Indians. 13:2, *Plains*, ed. DeMallie, R. J. (Washington, D.C.: Smithsonian Institution, 2001).

⁴ May, J. D. (n.d.) Tonkawa. The Encyclopedia of Oklahoma History and Culture. Retrieved from <https://www.okhistory.org/publications/enc/entry.php?entry=TO003>

⁵ Ibid.

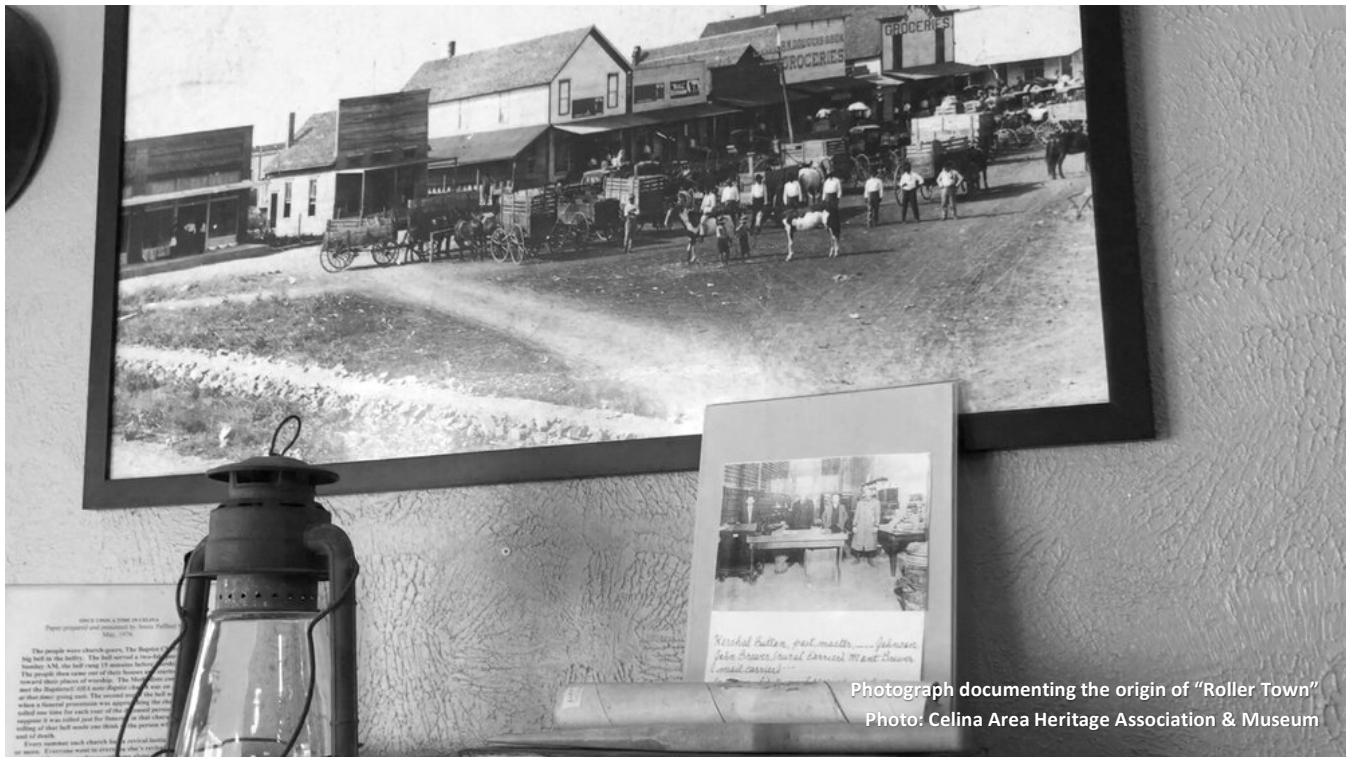
⁶ Tonkawa Tribe. (2022) About. Retrieved from <https://tonkawatribe.com/about/>

⁷ Hannaford, J. (1995). Old Preston Road. Texas State Historical Society. Retrieved from <https://www.tshaonline.org/handbook/entries/old-preston-road>.

⁸ Gard, W. (2016). Shawnee Trail. Texas State Historical Association. Retrieved from <https://www.tshaonline.org/handbook/entries/shawnee-trail>.

Railroad. With the expansion of the railroad, the main cattle trails moved further west.⁹ The expansion of the railroad also brought new inhabitants to Celina. In 1876, a settlement began to form about one mile southwest of present-day Celina.¹⁰ John T. Mulkey, Celina's first postmaster, named the city after Celina, Tennessee, the birthplace of many of the local settlers.¹¹ A few of the earliest buildings in the settlement included a Methodist Church, which also served as a school, a general store, mill and a drug store.

When the merchants of Celina learned that the St. Louis and San Francisco ("Frisco") Railway would extend its line but miss the settlement, they made plans to bring Celina to the railroad. In February 1902, Celina residents placed their businesses and houses on rollers and used traction engines to cross a wheat field and relocate to the new site adjacent to the newly laid tracks. This event eventually inspired the nickname "Roller Town." Celina was incorporated in 1907 with Will Newsom serving as the city's first mayor.¹²



⁹ Ibid.

¹⁰ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

¹¹ Celina Area Heritage Association and Museum. Celina History. Retrieved from <https://www.celinamuseum.com/history>

¹² Ibid.

Agriculture. In addition to the railroad, wheat played a major role in Celina's economic development. Historical records show that Celina farmers grew cotton, corn, oats, barley, millet, sugarcane, alfalfa, onions, sweet potatoes, Irish potatoes and a variety of other garden potatoes.¹³ However, the soil was especially adapted to wheat. During the first half of the 20th Century, the Celina Mill & Elevator Company handled more feed than any processing plant in Texas and shipped large quantities across the United States.¹⁴

Downtown Square. J. Fred Smith, President of the Mill, applied his business expertise to civic planning. In 1911, Smith took on the role of designing a three-sided city square of ginger brick buildings and graveling the streets of downtown. Smith also added a power plant and streetlights, dug a well and oversaw the development of the first "shopping center" in the State. Serving as an ambassador for the City, Smith hosted visits by dignitaries from around the State to see "Celina, the City Beautiful."¹⁵



Celina Area Heritage Association & Museum
Photo: Keen Independent



Downtown Square
Photo: City of Celina

The Downtown Square continues to be the main gathering site for the City to this day. In 1997, the Texas Historical Commission and the National Trust for Historic Preservation designated Celina as an official Main Street City to acknowledge the City's efforts to preserve and develop its Downtown Square.¹⁶ The Nelson Hotel, for instance, was built in 1914 by Celina resident Richard Tinsley Peterman and provided shelter to railroad travelers visiting the City between 1922 and 1976.¹⁷ The building's history is captured in an accompanying plaque even as it houses new businesses today.

¹³ Reminiscences of Celina. (1999, Second Edition) Celina is Located in Fine Territory of Black Land. 7-8.

¹⁴ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

¹⁵ Advisory Council on Historic Preservation. Celina Texas.

¹⁶ Ibid.

¹⁷ "Nelson Hotel" plaque.

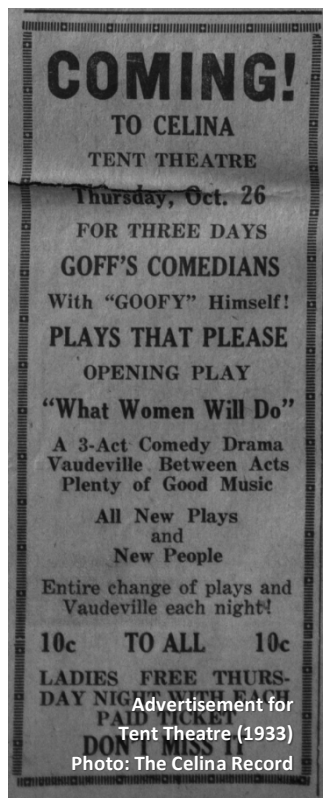
Art and Culture in Celina

Celina's growth is rooted in commerce and agriculture, yet an interest in art and culture is consistent throughout the City's history. Prior to Celina relocating to its new site adjacent to the railroad, residents participated in several bands, including the Celina Clown Band of the 1890s and the Celina IOOF band of the early 1900s.¹⁸ Celina Band winning the 4A State Marching Championship in 2022 can be seen as a continuation of Celina's musical heritage.



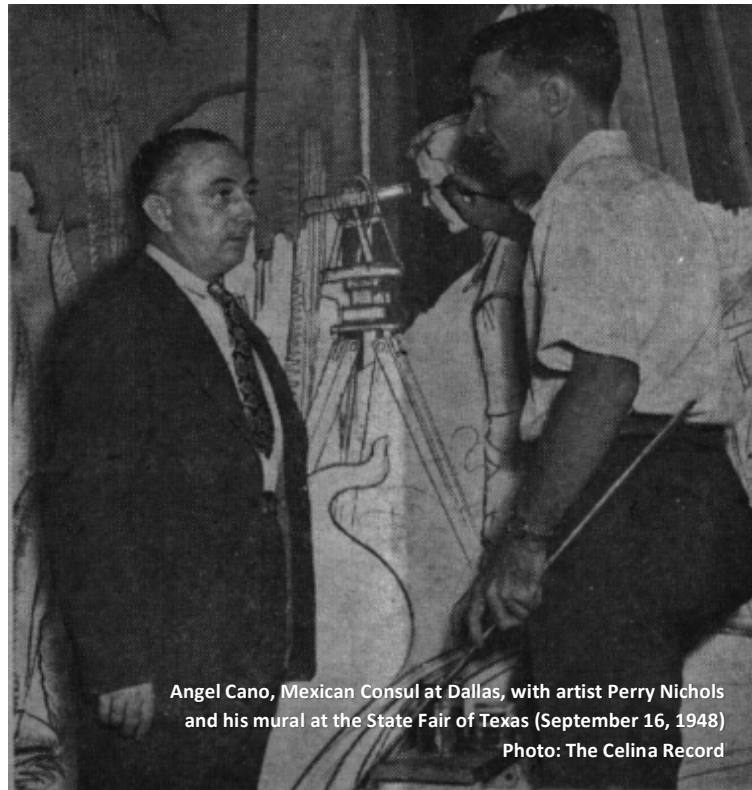
Celina Band
Photo: Star Local Media

Soon after Smith designed the Downtown Square, he opened an opera house in 1917.¹⁹ Several issues of *The Celina Record*, a local newspaper, include showtimes for movies at the Queen's Theatre between the 1910s and the 1930s.²⁰ In 1933, Tent Theatre travelled to Celina to present three nights of comedy, drama and vaudeville live performances.²¹ The front page of *The Celina Record* has also featured art and artists throughout the years, such as artist Perry Nichols and his creation of a large-scale mural that celebrates diplomatic ties between the United States and Mexico in 1948.²²



Advertisement for
Tent Theatre (1933)

Photo: The Celina Record



Angel Cano, Mexican Consul at Dallas, with artist Perry Nichols
and his mural at the State Fair of Texas (September 16, 1948)

Photo: The Celina Record

¹⁸ Reminiscences of Celina. (1999, Second Edition) Summary of the Development of Celina and Community Shows Steady, Continuous Progress. 3.

¹⁹ Celina Chamber. Celina History. Retrieved from <https://celinachamber.org/celina-history/>

²⁰ See, for instance: The Celina Record (1913, May). Retrieved from <https://www.celinamuseum.com/celina-records/category/1913>

²¹ The Celina Record (1933, October 24). Retrieved from <https://www.celinamuseum.com/celina-records/category/1933>

²² The Celina Record (1948, September 16). Retrieved from <https://www.celinamuseum.com/celina-records/category/1946>

Additional Themes from Celina's History

The following themes appear throughout archival materials, such as issues of *The Celina Record*.

Service. Military and civilian service appears as a major theme throughout Celina's historical sources.

Military service. Many Celina residents served in the United States Army and the City has rallied to support and celebrate their efforts. In 1918, the City raised money for the Red Cross and hosted a watermelon feast to send off soldiers joining the front lines of World War I. Additionally, a calvary group drilled in Celina during this period.²³ The City's Downtown Square features a prominent War Memorial Clock as a monument to all Celina area citizens who have served in defense of the United States.

Civilian service. *The Celina Record* includes many examples of residents working together to help one another and volunteering to perform essential services for the city. One such example is the Celina Volunteer Fire Department, which was active from 1912 until the City hired its first full-time firefighter in 2001. Historic photographs show residents helping to put out fires in their civilian clothes. Celina's Fire Department owns three antique fire engines and is interested in opening a museum to honor its history of service.²⁴

Football. Celina High School is a public high school that is part of the Celina Independent School Districts. While students compete in many sports, the school's football team, the Celina Bobcats, holds the record for the longest all-time consecutive winning streak in Texas high school football history.²⁵ *The Celina Record* includes illustrations and posters of the Celina Bobcats, celebrating the City's dedication to football.



²³ Reminiscences of Celina. (1999, Second Edition) Calvary Group Drilled Here During World War. 14.

²⁴ Celina. (2022) Our History. Retrieved from <https://www.celina-tx.gov/1366/Our-History>

²⁵ Texas High School Football History (2022) Consecutive Wins. Retrieved from https://www.texashighschoolfootballhistory.com/consecutive_wins

APPENDIX C. Literature Review of City Plans

This review includes a summary of current plans for the City of Celina with specific consideration given to initiatives that include or impact arts and culture. Information for each plan is represented as it was written at the time it was adopted. Through this review and assessment, existing and potential arts initiatives have been considered for the Arts and Culture Master Plan recommendations.

Introduction

The City of Celina has developed thorough strategic plans to respond to its population growth. The following plans were assessed by Keen Independent in the development of the Arts and Culture Master Plan, presented in chronological order:

- Downtown Master Plan (January 2019);¹
- Trails and Bikeways Master Plan (April 2019);²
- Parks and Recreation Master Plan (February 2020);³
- Fine Arts Board and Public Art Program Ordinance (March 2020);⁴
- Entertainment District Master Plan (April 2020);⁵
- Neighborhood Vision Book (November 2020);⁶
- 2040 Comprehensive Plan (April 2021); and⁷
- City of Celina Strategic Plans (2018–2020; 2020-2022; 2023-2025).⁸

¹ Downtown Master Plan, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

² Trails and Bikeways Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/5406/Trails-Master-Plan-Adopted>

³ Parks and Recreation Master Plan, https://www.celina-tx.gov/DocumentCenter/View/6702/Celina_Parks_MasterPlan

⁴ Division 6 Fine Arts Board and Public Art Program, <https://ecode360.com/39800863>

⁵ Entertainment District Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/8919/Final---20200528---Celina-Entertainment-District>

⁶ Neighborhood Vision Book, <https://www.celina-tx.gov/DocumentCenter/View/8023/Neighborhood-Vision-Book>

⁷ 2040 Comprehensive Plan, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

⁸ City of Celina 2022–2024 Strategic Plan, <https://www.celina-tx.gov/1257/Strategic-Plan>

Downtown Master Plan (January 2019)

Public feedback from the 2013 Comprehensive Plan and 2018 Community Survey illuminated the importance for the City of Celina to focus on a Master Plan for Downtown. The Comprehensive Plan included a key policy to "Support the Downtown Core and ensure it is an economic focus of the community." In the Survey, the community voiced significant concerns, ideas and desires for the development of Downtown.

The Downtown Master Plan includes strategies for increasing parking and walkways, expanding areas for outdoor gathering and optimizing commercial zoning to foster the charm of Celina with small businesses and historic preservation. The following implementation strategies include recommendations regarding arts and culture that relate to the Arts and Culture Master Plan:

- **Strategy 4.6:** To add a *"sense of place,"* inclusive of public art, signage and branding that contributes to a Historic/Texas feel.⁹
- **Strategy 4.8:** *"Infuse Downtown with art and cultural storytelling at every turn."* This may include expanding the 2018 mural program, art installations, as well as events, festivals and other programming.¹⁰
- **Strategy 5.25:** *"Diversify the land use mix downtown to not only bring in residential, restaurants and retail, but also entertainment, health, fitness, art and culture."*¹¹
- **Strategy 5.26:** *"Explore partnerships to develop a business incubator space to encourage artistic, cultural, and culinary entrepreneurs to start, stay, and grow in Downtown."*¹²
- **Strategy 5.39:** *"Explore partnerships to grow and assist the Friday Night Market including "Sip & Stroll" and art walk-type events."*¹³

Public art, murals and art installations can be considered throughout these strategies to offer aesthetic enhancements to existing improvement and development projects. In addition, events, festivals and cultural events can help achieve these goals. Noted examples for public art opportunities include service areas with screening walls, public restrooms, benches, shaded areas, the Downtown Square, Pecan Street Pedestrian Way and the repurposing of the historic Bobcat Stadium into a regional park.

In addition, the City of Celina offers financial incentives to commercial and residential properties making aesthetic improvements in the downtown area through several downtown enhancement programs. For example, the Downtown Improvement Program provides grants to private individuals and business owners installing public art and other improvements in Downtown.¹⁴ The City also offers a grant to Downtown businesses hosting live music.¹⁵

⁹ City of Celina Downtown Master Plan, 2019, page 94, strategy 4.6, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹⁰ City of Celina Downtown Master Plan, 2019, page 96, strategy 4.8, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹¹ City of Celina Downtown Master Plan, 2019, page 109, strategy 5.25, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹² City of Celina Downtown Master Plan, 2019, page 109, strategy 5.26, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹³ City of Celina Downtown Master Plan, 2019, page 112, strategy 5.39, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹⁴ <https://www.celina-tx.gov/DocumentCenter/View/7106/Downtown-Programs-Trifold-2020>

¹⁵ <https://www.celina-tx.gov/1468/Grants>

Trails and Bikeways Master Plan (March 2019)

The 2019 Trails and Bikeways Master Plan is intended to guide the development of trails, bikeways and amenities in Celina. The Plan was developed with the goal of connecting pedestrians and cyclists to all areas of the city and neighboring communities. Local designers, artists and fabricators can create signage, gateways, bike racks and shade structures. Art installations and murals can add to the aesthetic experience and enjoyment of the trails.¹⁶

Parks and Recreation Master Plan (February 2020)

The City of Celina developed a Parks and Recreation Master Plan to expand upon relevant goals and initiatives defined by recent documents, such as the 2019 Trails and Bikeways Master Plan, the 2019 Downtown Master Plan and Celina 2030. This Master Plan focuses on improving existing parks and recreation facilities while preparing for the development of newly acquired parcels of land for future parks.

Goal 6 of this Master Plan is most connected to arts and culture development, written as, “Encourage community gathering, events and socialization.” One of the objectives of this goal includes, “Establish and promote regular community events and festivals throughout the year at parks and other appropriate city facilities.” It also notes, “Ensure that parks are safe, well-maintained and aesthetically pleasing to experience.”¹⁷

Other opportunities. There are ample opportunities to integrate arts and culture within the development of new parks and the improvement of existing parks and facilities. This can include signage, functional art, murals, entrance facades, shade structures and art installations. Within the Special Programming Considerations section, it notes gateways, monuments and district thresholds, which can be designed and fabricated by artists while meeting the brand standards set for the City.

Potential sites. The Plan shows seven potential sites for gateway monuments and 13 sites for district thresholds. These locations are shown in Figure C-1 on the following page.¹⁸

¹⁶ Trails and Bikeways Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/5406/Trails-Master-Plan-Adopted>

¹⁷ Parks and Recreation Master Plan, page 6, https://www.celina-tx.gov/DocumentCenter/View/6702/Celina_Parks_MasterPlan

¹⁸ Parks and Recreation Master Plan, https://www.celina-tx.gov/DocumentCenter/View/6702/Celina_Parks_MasterPlan

C-1. Proposed Gateways and District Thresholds in Celina.



Source: Celina Parks and Recreation Master Plan, Norris Design.

Fine Arts Board and Public Art Program Ordinance (March 2020)

The Fine Arts Board was established to advise and make recommendations regarding public art to City Council. This ordinance states that the Fine Arts Board is intended to promote and encourage public and private art programs while articulating the vision, values and history of the community. Intended outcomes include enhancing the aesthetics of civic infrastructure, commissioning artwork, offering hands-on art experiences, and promoting tourism and economic vitality through public spaces.

As part of this ordinance, public art project funding includes the following methods:

- **Percent for art.** An annual designation of 1.5% of Capital Improvement Project (CIP) funds will be dedicated to the funding of public art and associated services;
- **Grants or donations.** City receives grants or donations to commission public art; and
- **Other sources.** Fundings from other sources are used in accordance with restrictions specified for the use of funds.¹⁹

Note that Keen Independent has recommended Celina rename the Fine Arts Board to the Arts and Culture Board. For further discussion of this ordinance, see Appendix I.

Entertainment District Master Plan (April 2020)

The 2020 Entertainment District Master Plan builds on information from the 2019 Downtown Master Plan and the 2019 Trails and Bikeways Master Plans to propose an entertainment corridor along several blocks to the west of the Downtown square, all of which would be connected by the Spine Trail system.

The plan is intended to engage residents and visitors who seek “entertainment, respite and connected spaces,” specifically targeting young professionals, downtown residents, families, active adults and retirees. This plan includes parking and walkways to Downtown as well as additional outdoor gathering, event and performance spaces. The plan shares multiple concept diagrams, maps and site photos for the proposed district.²⁰



¹⁹ Division 6 Fine Arts Board and Public Art Program, <https://ecode360.com/39800863>

²⁰ Entertainment District Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/8919/Final---20200528---Celina-Entertainment-District>

Neighborhood Vision Book (November 2020)

The 2020 Neighborhood Vision Book is intended to provide development design guidelines for a consistent standard of quality throughout the City. The Vision Book highlights the importance of social spaces, greenways and maintaining the unique sense of Celina.

While there is little mention of the arts in this plan, there are several items listed within the Vision Book which can become opportunities for the integration of art and aesthetic design. Within the Neighborhood design section, it suggests adding a decorative vertical element, such as art or signage, to the center of roundabout intersections. Designated open spaces throughout Celina communities could become locations for cultural events and art installations. Public art can be considered part of the visual aesthetic that ties together the City's design and brand guidelines.²¹

2040 Comprehensive Plan (April 2021)

In 2021, the Celina City Council adopted the Celina 2040 Comprehensive Plan, which is an update from the City's previous plan developed in 2013. This Plan was developed as a 20-year strategy that considers the City's rapid population growth. The 2040 Comprehensive Plan was written with a Triple Bottom Line focus on the interconnectedness of (1) Equity, (2) Economics and (3) Environment.

The process included a thorough community engagement process with advisory committees, workshops, public meetings, stakeholder interviews, and focus groups. During community outreach efforts, a priority expressed by residents was to maintain the rural country feel of Celina while planning for the City's growth. Community feedback also often mentioned maintaining the faith-based and family-centered characteristics of Celina.

The Comprehensive Plan developed a vision for the City of Celina in 2040, which is quoted below.

"CELINA 2040 VISION:

By the year 2040, Celina will be an adaptable, world-class city with a unique identity, boldly standing out in a competitive marketplace by offering walkable special places, amenities, and high-quality schools unlike anywhere else.

Natural areas, green connections, and sustainable development will combine with our friendly and close-knit community members and small businesses, to protect and preserve our rural character and small-town feel.

Our faith-based community, hospitality, traditions and heritage will leave lifelong impressions on everyone who visits or lives in the city. They will be showcased in a spirited and soulful combination of destinations and one-of-a-kind events, which reflect family, agriculture, Texas, entertainment, sports, and outdoor living.

²¹ City of Celina Neighborhood Vision Book, <https://www.celina-tx.gov/DocumentCenter/View/8023/Neighborhood-Vision-Book>

We will have a place for everyone to live and to “age in place” by offering a diverse array of housing choices amidst high-quality aesthetics, excellent functionality, and planned and managed growth.

Celina will be a hub for local employment, technology and innovation, travel choices, arts and culture, and parks and recreation facilities and programming.

Fostering our sense of community and determination to serve others will ensure that we never lose sight of our roots and what makes us special.”²²

In order to achieve the 2040 vision, the City of Celina has outlined specific goals and objectives. Proposed improvements can include creative design, signage and functional art such as benches and shade structures. Based on the Triple Bottom Line with associated strategies and actions, arts and culture can be considered within the following initiatives, summarized below.

- **Action 2.2.5:** Create a website to promote Downtown Celina retail, eateries, events and destinations, focusing on fun and/or meaningful experiences;²³
- **Action 2.3.5:** Initiate exploratory discussions for a world class event center;²⁴
- **Action 2.5.6:** Create a plan to fund and install gateways and monuments that showcase Celina’s Vision Statement as described in Celina 2040;²⁵
- **Strategy 2.7:** Consider public art opportunities with transportation plans and improvements;²⁶
- **Strategy 3.3:** Design and construct at least two trailheads by January 2026;²⁷
- **Strategy 4.1:** Implement a City Branding Design Guide to govern decisions in signage, public art and other physical design improvements;²⁸
- **Action 6.1.5:** Develop minimum design standards for park development to include features such as benches, shade, trash receptacles and signage;²⁹
- **Strategy 6.2:** Consider proposed actions related to events and festivals to support Celina becoming an arts and culture destination in the region;³⁰ and
- **Strategy 6.3:** Assess how the arts can be integrated with actions related to cultural facilities and community programming, which includes a proposed feasibility study for a new recreation center.³¹

²² Celina 2040 Comprehensive Plan, page 44, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²³ Celina 2040 Comprehensive Plan, page 93, action 2.2.5, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁴ Ibid., page 93, action 2.3.5, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁵ Ibid., page 94, action 2.5.6, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁶ Ibid., page 95, strategy 2.7, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁷ Ibid., page 109, strategy 3.3, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁸ Ibid., page 128, strategy 4.1, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁹ Ibid., page 269, action 6.1.5, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

³⁰ Ibid., page 181, strategy 6.2, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

³¹ Ibid., page 181, strategy 6.3, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

City Strategic Plans

The City of Celina creates reoccurring two-year strategic plans. The 2018-2020, 2020-2022 and 2023-2025 Strategic Plans included the following goals related to arts and culture:

- Increase the number of special events;
- Generate sustained interest in community events;
- Develop agritourism;
- Enhance Friday Night Market;
- Enhance the Heritage Festival;
- Improve bike lanes and trails; and
- Foster small businesses.³²

In consideration of these goals, Celina can assess arts and culture initiatives to enhance the aesthetics of any improvement project, while festivals and events can bring the community together and attract visitors.

³² Ibid.

Key Opportunities for Arts and Culture

Through this review of recent Master Plans for the City of Celina, Keen Independent identified key opportunities for existing and potential initiatives that relate to the Arts and Culture Master Plan. The following list provides a summary of these opportunities. Thoughtful integration of arts and culture initiatives can help support existing plans to present cohesive meaningful cultural experiences.

- **Tell the story of Celina through aesthetic experiences.** Provide residents and visitors with a sense of place. This can include signage, maps, public art installations and murals, as well as community events and festivals.
- **Develop and implement the City Brand Design Guidelines.** Ensure consistent branding and to guide decisions related to public art and mural commissions.
- **Utilize the Percent for Art funding mechanism.** Commission artists to support the ample opportunities to integrate murals, art installations and functional art with existing plans.
- **Align with the Fine Arts Board.** Determine the priorities and guidelines for commissioned art in projects for improvement and new developments.
- **Integrate public art with other initiatives.** This can include sports, parks, trails and recreation areas. Consider where functional art (such as benches or shade structures), murals, sculptures and signage can enhance existing plans.
- **Conduct a feasibility study for a world class event center.** This was recommended in the Celina 2040 Comprehensive Plan.
- **Commission gateway monuments and district thresholds.** This can be an opportunity to work with local/regional artists and fabricators. Consider adding sculptures to the center of roundabouts.
- **Expand the mural program and extend opportunities for art commissions.** This can include a grant program for murals and commissions for sculptural projects and public art.
- **Integrate public art and cultural programming with the development of the new Bobcat Stadium.** In addition to hosting sports, the stadium can also host concerts, festivals and public events.

APPENDIX D. Town Hall Analysis

Keen Independent engaged members of Celina's community on November 16, 2022 in a Town Hall that was hosted at City Council Chambers. The event was advertised by the City's Communications team and local news. In addition to presenting an overview of the project and answering questions, the study team invited participants to offer anonymous feedback on how to develop arts and culture in Celina through several activity stations. These four stations had the following themes:

- Celebrating Celina's history;
- Big ideas;
- Mapping the future of arts and culture in Celina; and
- Kids' corner.



Town Hall activity station
Photo: Keen Independent

Participants could engage with each activity station in any order and at their own pace. Responses are grouped according to each station and listed below.

Celebrating Celina's History

This first station was designed to gather feedback on themes that Keen Independent identified during their preliminary research into Celina's history. The station was set up to include a table with four envelopes with the following labels:

- Football;
- Agriculture;
- Military service; and
- Other: Which part of Celina's history would you like to see highlighted?

Participants were invited to write down their ideas on index cards and place them into the corresponding envelope. Results of this exercise are quoted below.

Military service. The following are comments on the importance of military service to Celina's long-term residents, accompanied by suggestions for how art can promote Celina's military history.

- "Generations are planted here. Grow here. Serve here and abroad. Patriotism is deep & proud!"
- "Digital display at veteran's memorial that is a rolling slideshow of those who served from Celina."
- "Memorial wall for war veterans of all U.S. wars."
- "Keep veteran's memorial downtown."

Agriculture. The following comments relate to the importance of agriculture and agricultural history. Some participants also offered suggestions for how art can promote said agricultural history.

- “A family way of life. Meals in the field at harvest. Celebrating hard work.”
- “Keep silos that have served over the years—repurpose!”
- “Maybe having an educational learning experience about the beautiful livestock in Celina.”
- “Many Celina boys hauling hay every summer—for Dad or even a coach or friend.”
- “Community garden—grow operation.”
- “Maize, wheat, corn, cotton. Every long-time family has people who were involved in some way.”
- “Statues of some of the major livestock native to Celina.”

Football. The following comments address the importance of football in Celina:

- “WE BLEED ORANGE. It is our local version of patriotism.”
- “Education maybe instead of football?”
- “Go Bobcats! Event Center.”
- “Support our kids. Show them how to dream like champions!”
- “School pep rallies are CENTRAL to the culture of the K-12.”
- “Our team – everybody is part of it.”

Other. Which part of Celina’s history would you like to see highlighted? Participants self-generated the following themes and responses:

- “A map showing the land in Celina before it was developed to know where your house was built.”
- “Themes before Celina was a town: Native Americans, first settlements and educational entities.”
- “Cultural celebrations of Celina’s growing diversity.”
- “Rail, Silos, the land—green space, fields, etc.”
- “Arts park with different percussion instruments for people to play.”
- “Various church history—religion is big in Celina.”
- “Other besides football. Education?”
- “EVERY child can sing the school song.”

Big Ideas

Keen Independent designed the second activity station to invite participants to provide suggestions for developing arts and culture in Celina in response to the following prompt:

- *What arts and cultural amenities would you like to see in Celina?*

Participants wrote down their responses on sticky notes and placed them onto the wall of City Council Chambers. Other participants could then add an additional “vote” for the idea by placing a sticker on a suggestion. Results of this exercise are summarized below beginning with the most popular responses and continuing in descending order.



Town Hall “Big Ideas” station
Photo: Keen Independent

Five endorsements. The following responses had four “upvote” stickers, suggesting that five individuals endorsed them:

- Performing arts center; and
- Shakespeare in the Park

Four endorsements. These responses had three “upvote” stickers, suggesting that four individuals endorsed them:

- Theme: historical figures of Texas + Celina;
- Opera house/ Multipurpose – theatre, ballet; and
- Painted Silos Tower (grain) of Agriculture or themes of Celina.

Three endorsements. These responses had two “upvote” stickers, suggesting that three individuals endorsed them:

- Children’s theater;
- Symphony on the square;
- Art piece overpasses on the D.N. Tollway;
- Dance hall/stage (include veterans/military);
- Movie theater; and
- Fair grounds with art display.

Two endorsements. These responses had one “upvote” sticker, suggesting that two individuals endorsed them:

- Splash parks – multiple!;
- Water tower art;
- Water park or community public pool;
- Singer/songwriter competition/festival;
- Texas + American flags – neighborhood vision book;
- Outdoor [and] indoor music;
- Splash pad w/ artistic + musical aspects;
- Something comparable to Myers Park + Event Center; and
- Band Shell.

One endorsement. These suggestions did not receive an “upvote” sticker.

- Marketing banners on light posts of neighborhoods;
- Artist benches of varied themes;
- Drum circle space;
- Community-involved visual pieces (everybody can add a touch);
- Recreation facilities;
- Walking trails w/ historic artwork walk through time;



- Street dances;
- Mariachi space;
- Community theater/performing arts;
- Black box community theater;
- Sculptures as our gateways;
- Murals on non-historical themes too;
- Live art (real time creation);
- Areas to exhibit works;
- Sculptures welcoming people at our gateways;
- Covered playgrounds – lots!;
- National Shop Local Artist month in December;
- Sound garden;
- Planetarium, inside & outside;
- Water! Water! Water!;
- Sculpture at major thoroughfare;
- Climbing gardens for kids;
- Sculpture walk;
- Central alumni memorial/recognition;
- Small amphitheater for scheduled and impromptu gathering/ Music in public;
- A roller or tractor wheel that marks significant areas & historic info; and
- Walking Trails.

This station generated 103 endorsements, meaning that each sticky noted counted as one endorsement and each “upvote” sticker counted as an additional endorsement. Keen Independent analyzed the responses and noted that a majority (32) of the “Big Ideas” related to visual art, with interactive art and cultural features being a close second at 29 endorsements. Participants endorsed ideas related to the performing arts 23 times. Submissions related to placemaking were endorsed 20 times and, in each instance, included some aspect of visual art, such as “sculptures as our gateways.” The study team also noted that participants endorsed ideas related to music 16 times and offerings with water elements, such as splash pads, received seven endorsements. These categories of endorsements are included in Figure D-1. The total adds up to 127 because several endorsements fell into two or more categories.

D-1. Table showing categories of endorsement and number of endorsements for the “Big Ideas” activity station.

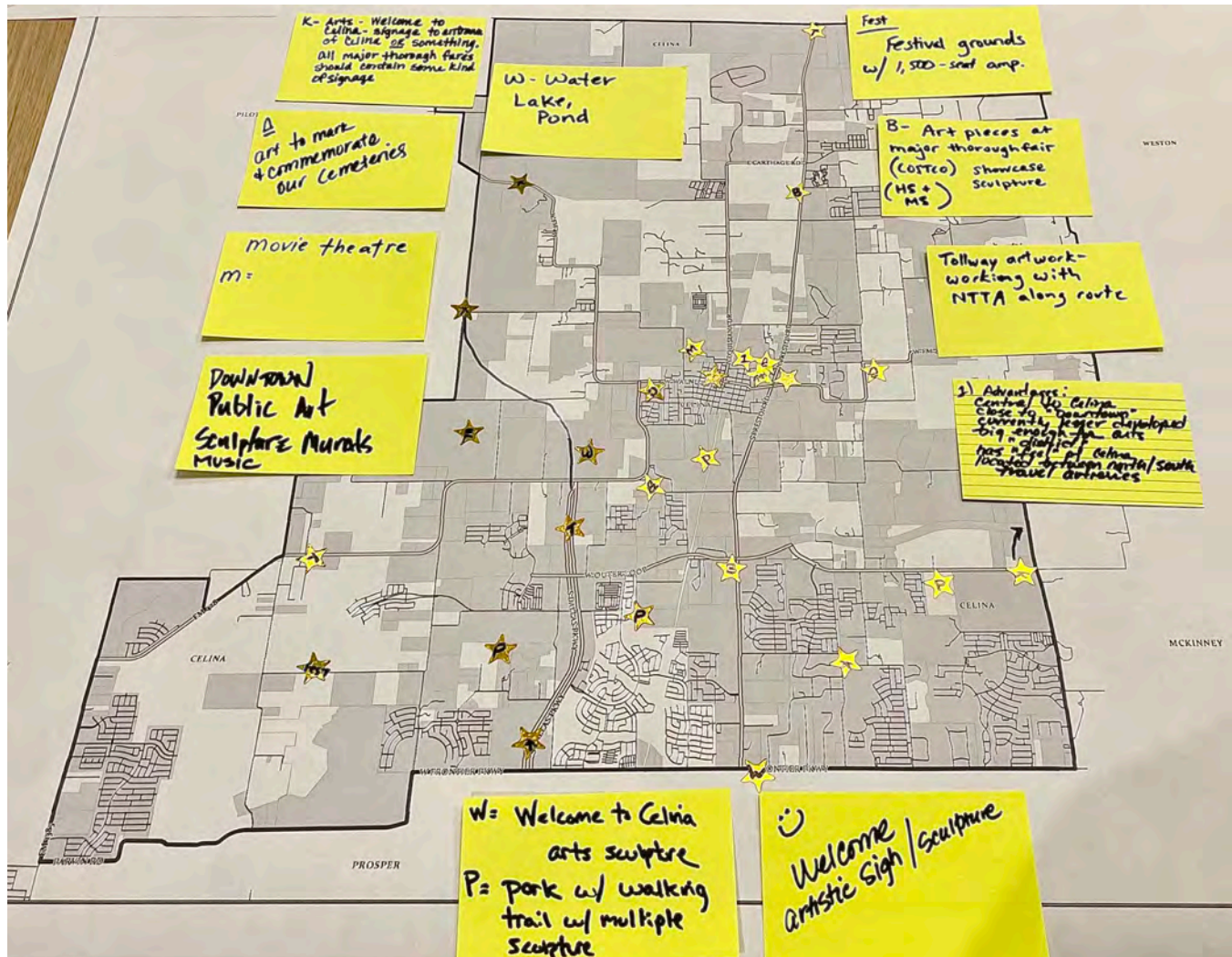
	Number of endorsements
Category of endorsement	
Visual art	32
Interactive art and cultural features	29
Performing arts	23
Placemaking	20
Music	16
Offerings with water elements	7

Source: Keen Independent Research.

Map Key Responses

At station three, Keen Independent placed a large printout map of Celina that was provided by the City. Participants were invited to place star-shaped stickers on the map to indicate a distinct location where they believed there should be more arts and cultural offerings. This activity station inspired participants to gather, discuss the map and to develop a key for their contributions. Figure D-2 shows the placement of these stickers and the participant-developed key. For a digitized version of this map, see Appendix A.

D-2. Mapping activity table at the Arts Master Plan Town Hall



Source: Keen Independent Research.

Respondents then put forward suggestions for arts projects that they believed should take place in a specific location. Responses acquired during this activity are displayed below. Each primary bullet represents a singular sticky note, while secondary bullets indicate lists or subsections of a singular sticky note.

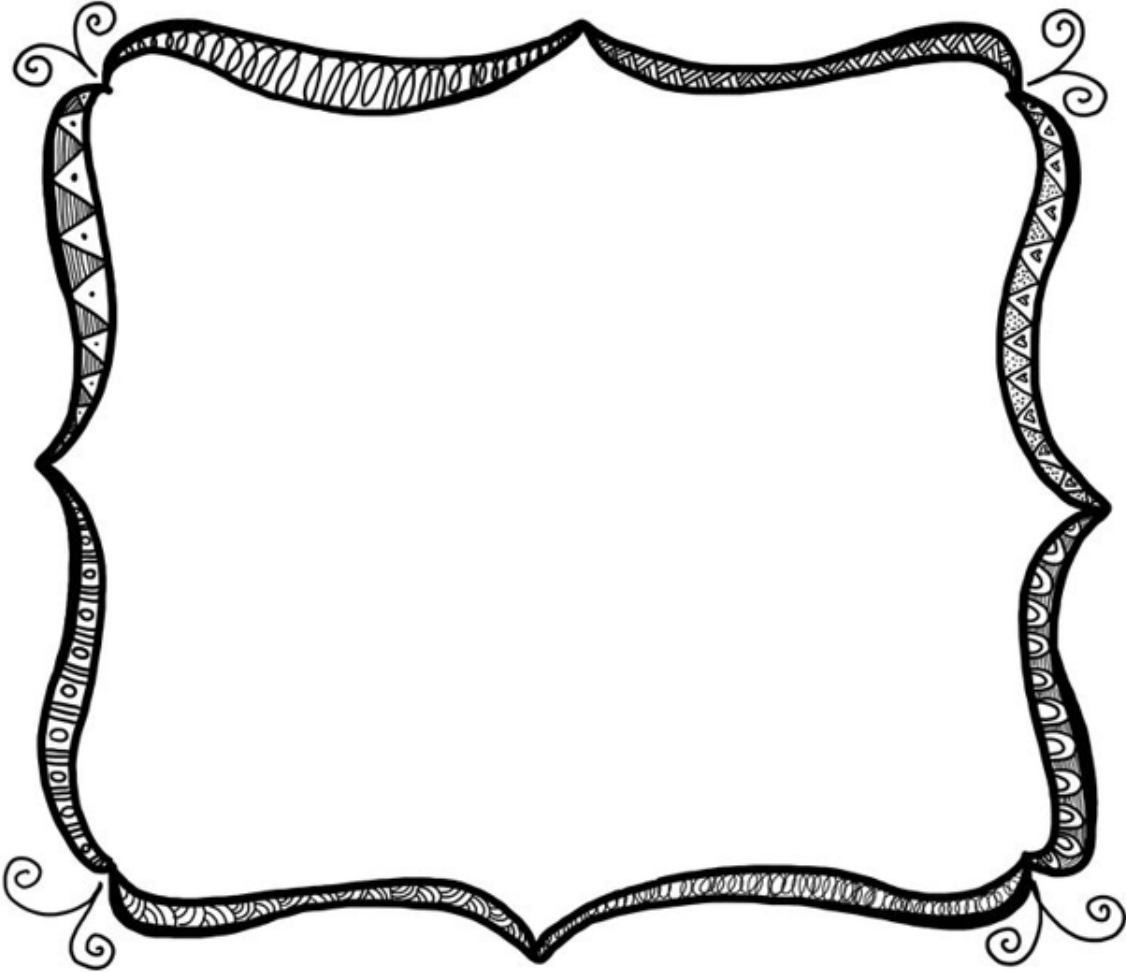
- A: Art to mark + commemorate our cemeteries;
- B: Art pieces at major thoroughfare;
 - (Costco) showcase
 - (HS + MS) sculpture
- Tollway artwork – working with NTTA along route;
- 1) Advantages;
 - Central to Celina
 - Close to “Downtown”
 - Currently lesser developed
 - Big enough for arts “district”
 - Has “feel” of Celina
 - Located between North/South
 - Travel articles
- K – Arts – Welcome to Celina – signage to entrance of Celina or something. All major thoroughfares should contain some kind of signage;
- M = movie theater;
- W = Welcome to Celina arts sculpture;
- P = Park w/ walking trail w/ multiple sculptures;
- Fest – festival grounds w/ 1,500-seat amphitheater;
- Downtown Public Art;
 - Sculpture
 - Murals
 - Music
- Welcome artistic sign/sculpture; and
- W – Water/ Lake, Pond.

Kids' Corner

The final station featured a kid-friendly drawing activity with crayons, colored pencils and markers and was designed to accommodate children and their caretakers at the event. No children attended the Town Hall and adult participants did not leave behind any drawings. Figure-3 shows the activity prompt for the station.

D-3. Kids' corner activity prompt.

My favorite thing to do in Celina is:



I am _____ years old.

Source: Keen Independent Research.

Appendix E. Stakeholder In-depth Interviews

This appendix presents qualitative information that Keen Independent collected and analyzed as part of its facilitation of in-depth interviews with 15 community stakeholders including members of City Council, the City Manager’s Office, Fine Arts Board and Celina Area Heritage Museum Board, as well as local artists, performers and art educators.

In-depth interviews covered many topics including the current opportunities for practitioners of arts and culture, perceived challenges to developing arts and culture in Celina, markers of success for the development of arts and culture in the City, suggestions for art and cultural offerings and suggestions for arts and culture subjects from the City’s history.

Some comments are directly quoted, and others are summarized and condensed. Comments have been intentionally anonymized to maintain confidentiality and are organized by subject matter as detailed below.

- Current state of art and culture in Celina;
- Challenges to developing art and culture;
- Ideas for arts and cultural amenities;
- Ideas for arts and cultural programming;
- Locations for art and culture in Celina;
- Aspects of Celina’s history to highlight through art and culture;
- Measures of success;
- What to emulate from other cities;
- What to avoid from other cities; and
- Other input.

Current State of Art and Culture in Celina

Stakeholders mostly discussed murals and festivals when prompted to share their impressions of Celina’s current arts and cultural offerings.

Murals. Several stakeholders cited the murals as an example of public art:

- One stakeholder stated that Celina has a “few murals—not robust.”
- “Need more murals!”
- “I love the murals that we’ve done. They’ve enhanced the City more than we’ve realized they would.”

Festivals and events. Many stakeholders showed enthusiasm for the City’s festivals and events:

- “Festivals are great!”
- “The Troubadour Festival has put Celina on the map.”
- One resident and business owner shared that visiting Celina during the holiday season and seeing Christmas on the Square convinced their family to move to city.
- Another stakeholder stated that Celina students make art and design elements at many of the City’s festivals and events, including Cinco de Mayo and Scare on the Square.

Other input. Stakeholders cited additional examples of art and culture in the City:

- “[Celina is] like the Gold Rush. Don’t forget and maintain the cool stuff.”
- One individual indicated that the Downtown Square gazebo “is beautiful.”
- Another stakeholder suggested that the Veteran’s memorial should always stay on the Square and to never move it.
- A community member stated that the Celina Area Heritage Museum is a “great resource.”
- “Celina High School Band is great!”

Challenges to Developing Art and Culture in Celina

Stakeholders discussed several challenges to developing arts and culture in Celina, including limited support from the City, a lack of necessary facilities and opportunities for creatives to work in the City, as well as prohibitive real estate prices.

Limited City resources. Stakeholders shared that they find City support for arts and culture to be limited:

- “No civic support for the arts.”
- “Hard to acquire funding for cultural festivals.”
- “Need a grant from the City for arts development.”
- “The City doesn’t seem interested in the creativity of its residents.”
- One stakeholder indicated that City festivals and events have gotten too popular for the existing infrastructure.

Residents must go elsewhere for art and culture. Practitioners and patrons of art and culture discussed needing to leave Celina to practice, perform, sell, purchase and enjoy art:

- “Celina actors have to go elsewhere to do community theatre—they have to go to McKinney.”
- “Tough to find work for local musicians [in Celina].”
- “[Celina has] limited venues to perform for local musicians, as well as space to make and display art.”
- Another resident expressed a need to go elsewhere for arts and music festivals.
- A stakeholder stated that Celina schools have limited capacity to host performances and art exhibits. Students currently experience events, including graduations, in neighboring cities.
- “There is a lot of talent among High School students in Celina but they do not have anywhere to go, showcase and develop those talents.”

Real estate price and ownership. Several stakeholders cited the high price and limited availability of real estate as a challenge:

- “Rent is prohibitive to artists and creatives.”
- “Price to live and have a studio is prohibitive to artists.”
- “Prime locations are going to realty offices.”
- One stakeholder discussed that much of downtown real estate is owned by a few owners, who “have specific perceptions of what makes a successful business venture.”

Mindset and cultural friction. A few stakeholders anticipated mindset and cultural frictions as challenges to developing art and culture:

- Three stakeholders observed tension in Celina between those who have lived in the City for a long time and those who have only recently called it home. One stakeholder invited the City to consider, “how do I build community for those who are rooted in Celina and those who are more [on the move]?”
- Multiple stakeholders were concerned that the Arts and Culture Master Plan would be limited in scope to public art. One stakeholder stated, “People automatically think murals, statues and parks, but we need art classes, performing arts and art competitions.”
- “The City needs to find a balance between preserving the history of Celina and creating its future.”
- “The City gets in its own way by thinking or playing small.”

The need for balance. Many stakeholders anticipated that a challenge to developing arts and culture in Celina will be one of striking the right balance between two things that they perceived as different and potentially at odds with one another, such as Celina’s history and its current diversity:

- Multiple stakeholders anticipated that the City would have to “strike a balance” between art that reflects a small-town feel and Celina’s growing diversity.
- One stakeholder suggested that the City plans four murals at a time with two focusing on Celina’s history and two reflecting its growing diversity to strike a balance with both.
- One resident talked about finding “the balance between [iconic/expected] and exciting art.”

Other challenges. Stakeholders shared the following additional challenges:

- One stakeholder indicated that needing business insurance is prohibitive for artists and makers.
- Another stakeholder stated that art classes are electives in schools, but interest surpasses available teacher capacity.
- “The weather is a challenge for outdoor performances and events. The summer is too hot and the weather can be too unpredictable during the rest of the year.”
- “Celina is 80 square miles. It is a challenge to connect all of Celina.”

Ideas for Arts and Cultural Amenities

When prompted to share ideas for the arts and cultural facilities they wish to see in Celina, stakeholders discussed using public art for placemaking, an amphitheater in Ousley Park and the need for a community center.

Placemaking. Several stakeholders discussed placemaking when prompted to share the art and culture they wish to see in Celina:

- “Placemaking when you enter Celina. We’ve been told that some of the main gates to the City would have monuments.”
- Due to Celina’s origin as a wheatfield, one stakeholder suggested repurposing old wheat thrashers as public art and installing them throughout Celina with decorative and design elements that reflect the communities of that location or the City’s history.
- Another stakeholder suggested that the City add “then and now” historic maps and archival images in each Celina neighborhood for residents to learn about City history.
- One individual recommended that the City add public sculptures on the Square.
- Another individual requested more murals.
- A stakeholder suggested having gazebos in parks for performances.

Amphitheater in Ousley Park. Multiple stakeholders expressed an interest in redesigning Ousley Park to highlight art and culture:

- “Build a stage at the old Bobcat Stadium.”
- “The City missed the mark on installing an amphitheater in Ousley Park.”
- One stakeholder shared that it is possible to hear events taking place in Ousley Park downtown. They indicated that it is “charming” and insinuated that it would draw more people to become curious about any arts and cultural activity in the park.

Community center. Most stakeholders brought up the need for a community center and imagined that the facility would have the following features:

- Pottery studio;
- Event rental space;
- Classrooms for art classes for different age groups; and
- Kitchen for events and cultural cooking classes.

Other ideas for arts and cultural amenities. Stakeholders offered the following additional ideas:

- “Turn City Chambers back into a theatre, music and performing arts venue.”
- “Maker space/incubator for Texas craftsmanship that feeds into gallery.”
- “Renovate historic homes into art galleries.”
- “Display art in the new library.”
- “Multiuse fields, including for cricket.”

Ideas for Arts and Cultural Programming

Stakeholders offered numerous ideas for arts and cultural programming that fell into the categories of performing arts, music, art and cultural diversity. One stakeholder stated, “It is okay to test a lot of ideas to see what works for Celina.”

Performing arts. Stakeholders offered the following ideas for programming related to the performing arts:

- Outdoor theatre;
- Shakespeare in the Park;
- “Medieval Times or Renaissance Fairs since they are not offered in North Texas”; and
- Community theatre.

Music. Stakeholders offered the following ideas for programming related to the music and musical performance:

- Jazz festival;
- Concert series;
- Music festivals; and
- Symphony with the Pops.

Art. Stakeholders offered the following ideas for programming related to the visual arts:

- Artist residency;
- Art festivals;
- Art classes;
- Art shows that pair local merchants with artists;
- Annual art show to grow an audience over time; and
- One stakeholder indicated that the City needs shading for outdoor events because the turf gets too hot, adding that the shading can be designed to contribute to the aesthetics of the City.

Cultural diversity. Stakeholders offered the following ideas for programming focusing on cultural diversity:

- Día de los Muerto festival;
- Diwali festival;
- Holi festival;
- Mariachi bands;
- Art classes focusing on different cultures;
- Craft classes on different textile techniques; and
- Cooking classes introducing Celina residents to different cultures.

Other ideas for arts and cultural programming. Stakeholders offered the following additional programming ideas:

- Film screenings and cinemas;
- Weekly open-mic night at a local venue to discover local talent; and
- Festival grounds for tractor pulls, rodeo and barrel racing.

Locations for Art and Culture in Celina

Stakeholders identified the following locations for developing arts and culture in Celina:

- Downtown Square;
- Downtown;
- The atrium of City Hall as a gallery/exhibition space;
- Old Celina Park;
- Celina parks in general;
- “Off the beaten path near the silos;”
- City entryways;
- Sutton Fields neighborhood;
- New Library;
- School gyms and auditoriums; and
- Collin College Celina Campus.

Aspects of Celina’s History to Highlight Through Art and Culture

Stakeholders mentioned the following aspects of Celina’s history that they would like to see highlighted through the Fine Arts Master Plan and how it is applied to developing arts and culture in the City:

- Roller Town legacy and the train;
- Military service;
- Football;
- Agricultural heritage;
 - Wheat and wheatfields;
 - Cotton;
 - Corn;
 - Transitional crops; and
 - Celebrate Celina farmers.
- Ranching;
- “Keep heritage of Longhorns;”
 - Historic buildings;
- Water towers;
- Silos;
- “Christmas on the Square;” and
- “Keep pointing to the Square as the site of origin and the heart of Celina.”

Measures of Success

Stakeholders identified a cultural shift towards celebrating arts and culture, as well as a focus on local artists, as the main indicators of success when implementing the Fine Arts Master Plan.

Cultural shift. Several stakeholders identified art and creativity becoming more normalized and celebrated in Celina as the main marker of success:

- “The arts being noticed as much as football in Celina.”
- “[The City] pushing the arts as much as it does sports.”
- One stakeholder indicated that a marker of success would be the City integrating arts and culture to such a degree that they “are second nature.”

Focus on local artists. Multiple stakeholders discussed more opportunities for local artists as a marker of success, including;

- “Downtown businesses selling local artwork.”
- “More local artists and makers featured in City festivals.”
- One stakeholder discussed the need for social and creative spaces for performers and makers, stating: “Creativity builds community and creativity binds people together.”
- “Multiple stages during festivals and scheduling musicians for set times.”
- “Don’t get lost in running the city and forget the grassroots local efforts.”

Other measures of success. Stakeholders had diverse measures of success, including:

- “Large art exhibits and performing tours travelling to Celina in spite of its size;”
- “[Celina doing] arts and culture in surprising and exciting ways;”
- “Foot traffic from downtown and shopping leading people to art galleries;”
- “Community center offering art classes;”
- “Preserved historic homes and architecture;”
- “Bringing community, high school students and local musicians together;” and
- “A landscape of sculptures and murals that make Celina a destination.”

What to Emulate from Other Cities

Stakeholders identified the following programs and features from other cities that they would like to see in Celina:

- Art in the Downtown Square;
- Farmers’ markets;
- Flea markets;
- Shops displaying and selling local artists’ work;
- “Cities that know who they are;”
- “Variety in architecture and new development;” and
- “Festivals that celebrate one thing, such as peanuts, that draws locals and tourists annually.”

What to Avoid from Other Cities

Stakeholders cited the following examples of what to avoid as Celina develops:

- “Cookie cutter development;”
- “Being too starchy;”
- “Pricing out local artists;” and
- “Gaudy or overly stylized architecture and art that does not compliment the landscape and historic buildings.”

Other Input

In addition to the above-mentioned categories, stakeholders brought up the need for the City to offer programming and events that are inclusive of young professionals along with its existing focus on families and kids. Several stakeholders took the in-depth interview as an opportunity to express their enthusiasm for the Fine Arts Master Plan. Stakeholders also urged for intentional staffing when developing arts and culture.

Focus on young professionals. Several stakeholders discussed that Celina’s dedication to family-friendly events is admired but that the City does not offer many opportunities for residents without children:

- “There is nothing to do in Celina for young professionals without kids.”
- “The City is losing the business of young professionals.”
- Young professionals appear to be interested in opportunities to have a memorable experience by supporting local artists, performers and businesses. As an example, one stakeholder stated that they hope to enjoy activities in Celina such as going out for a nice dinner before attending a concert or performance, and afterwards, dropping by an artist residency or open studio and complete the night by having drinks at a local restaurant with live music.

Need for arts and culture. Many stakeholders expressed that there is a need for arts and culture in Celina:

- “People are looking for a creative outlet.”
- “Celina needs as an outlet.”
- “There is a demand for art and culture.”
- “[There is a] plethora of artists in the system.”

Entertainment District. Stakeholders discussed enthusiasm for the development of the Entertainment District and shared the following ideas:

- One individual indicated that the City would benefit from differentiating the Entertainment District from Downtown with distinctive signage and a Master Plan dedicated to the area.
- One stakeholder suggested organizing an annual Entertainment District Block Party.
- Stakeholders suggested that a maker space dedicated to Texas creatives with a built-in gallery and event space would thrive in the Entertainment District.

Additional input. Stakeholders offered the following additional input:

- Given that many residents moved to Celina during the COVID-19 pandemic and primarily stayed within their neighborhoods, one resident assessed that “Celina is meeting itself for the first time.”
- “Save the trees.”
- Another stakeholder stated that the city needs to consider the design and aesthetics of everything that is being built.
- One individual suggested looking into partnerships with Collin College Celina Campus since it offers arts nondegree programming.
- Another individual stated that arts and culture should not be scheduled during football games because “arts and culture will lose.”
- One stakeholder stated that staffing is important, such as hiring the right person to oversee a community center.
- One person indicated that resident artists and musicians want a website or portal managed by the City where creatives can upload and share their work for businesses to search and discover.
- One individual indicated that current festivals are not inclusive of artists and that the City would benefit from advertising festivals with the language highlighting “arts and culture.” They added that local makers and musicians are more likely to participate in a festival if it is clearly advertised as having a focus on arts and culture.
- One stakeholder stated that the City should value local artists.
- One stakeholder and business owner shared that they find the real estate owners in Celina receptive to and supportive of creative ideas.
- Another stakeholder stated that Celina has an opportunity to develop a market between the extremes that McKinney and Denton offer. They added that while McKinney can be too expensive and Denton can be too casual, Celina can be branded as a place that has quality entertainment that people can enjoy over a fancy cocktail or an affordable beer.

APPENDIX F. Virtual Workshop Analysis

Keen Independent invited members of the public in Celina to participate in a virtual workshop to gauge the opinions of the community related to existing public art and attitudes towards arts and culture. A virtual workshop is an online, asynchronous instrument similar to a survey in format but containing more open-ended questions which encourage deep, thoughtful responses.

Methodology

Keen Independent developed the virtual workshop in November 2022 with input from the City. The virtual workshop was live for one month, from mid-November 2022 until mid-December 2022.

Questions. Participants were invited to respond to questions primarily through two formats: Likert scales (i.e., rankings from 1 to 5) and open-ended responses. The questions covered a range of related topics, including:

- Demographics;
- What makes Celina unique;
- Interest in various types of arts and culture events;
- Where individuals would like to see art; and
- Suggestions for Celina regarding arts and culture.

Distribution. The City of Celina communications team distributed the virtual workshop instrument digitally. Anyone registered with the City's events schedule received at least one email message advertising the workshop. The study team also conducted targeted outreach to all of the homeowners' associations (HOAs), as well as many community organizations including churches and clubs. Overall, we collected about 533 complete responses¹ that we used as part of this analysis.

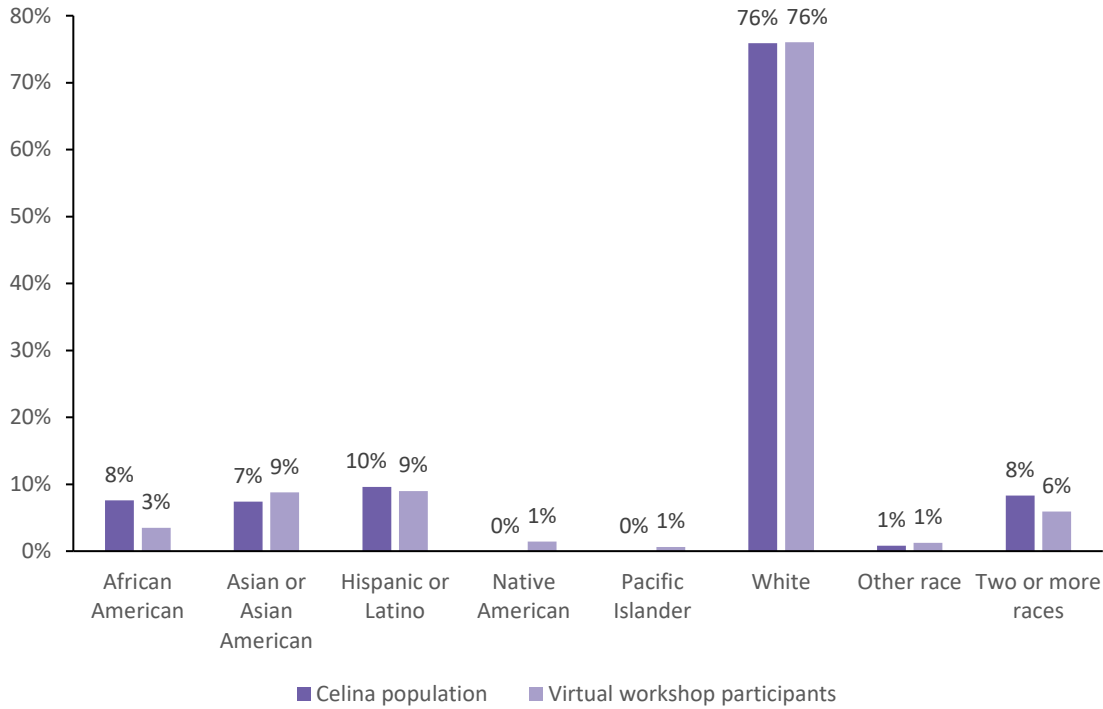
Demographics

Keen Independent examined the demographics of the virtual workshop participants, including race, ethnicity, gender, age and residency in Celina while analyzing residents' attitude towards art and culture.

Race and ethnicity. Participants who identified as white made up the vast majority of respondents to the virtual workshop at 76 percent. Compared to the overall population of Celina, virtual workshop participants identified as Hispanic or Latino at roughly the same rate and more participants identified as Asian or Asian American in the virtual workshop compared to the proportion in the city's population. Slightly fewer virtual workshop participants identified as African American (3%) or two or more races (6%) compared to the proportion in the overall population of Celina (8% and 10%, respectively).

¹ Note that we considered a response complete if the individual progressed through all questions in the virtual workshop and clicked "submit" at the end of the instrument. This does not necessarily mean that each participant provided an answer to every question, as none of the questions were mandatory.

F-1. Race and ethnicity of Celina population compared to virtual workshop participants

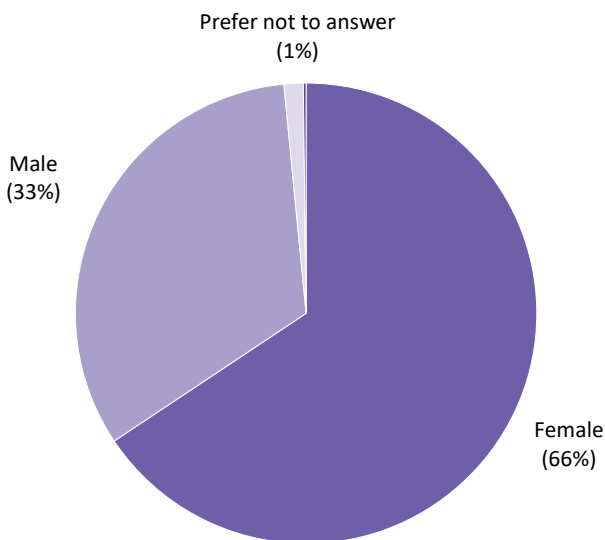


Note: N = 496. Respondents could select more than one racial or ethnic group, so responses add up to more than 100 percent.

Source: Keen Independent Research.

Gender. Proportionately, more virtual workshop participants identified as female (66%) than does the population of Celina (46%).

F-2. Gender of Celina virtual workshop participants

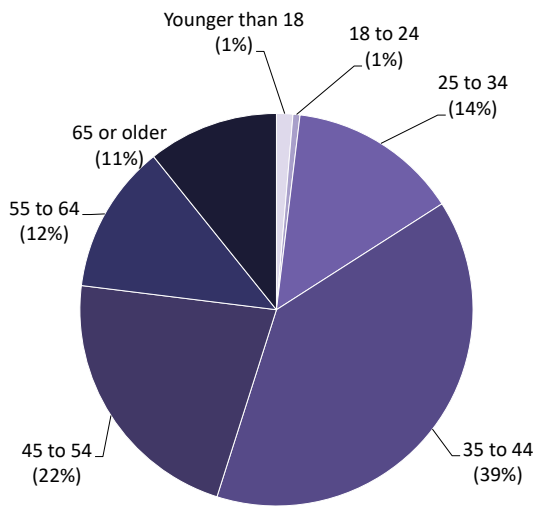


Note: N = 496.

Source: Keen Independent Research.

Age. Most respondents (88%) were between 18 and 64 years old with the largest age group being 35 to 44 years old.

F-3. Age of Celina virtual workshop participants

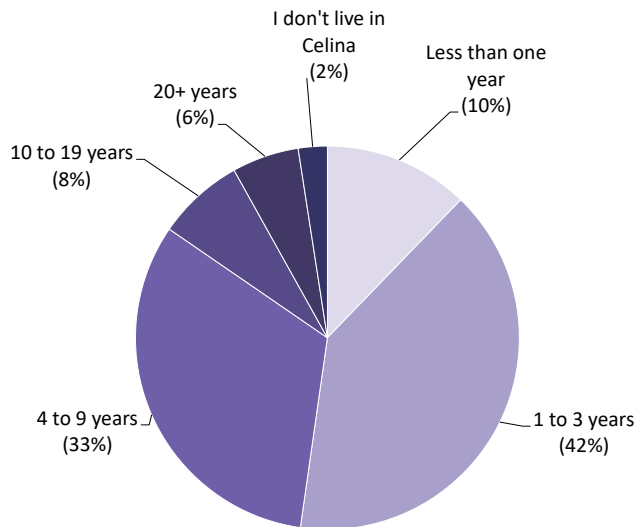


Note: N = 497.

Source: Keen Independent Research.

Residency in Celina. Just over half (52%) of the virtual workshop respondents indicated that they have lived in Celina for three years or less. About 47 percent of participants indicated that they have lived in Celina for four or more years.

F-4. Residency of Celina virtual workshop participants

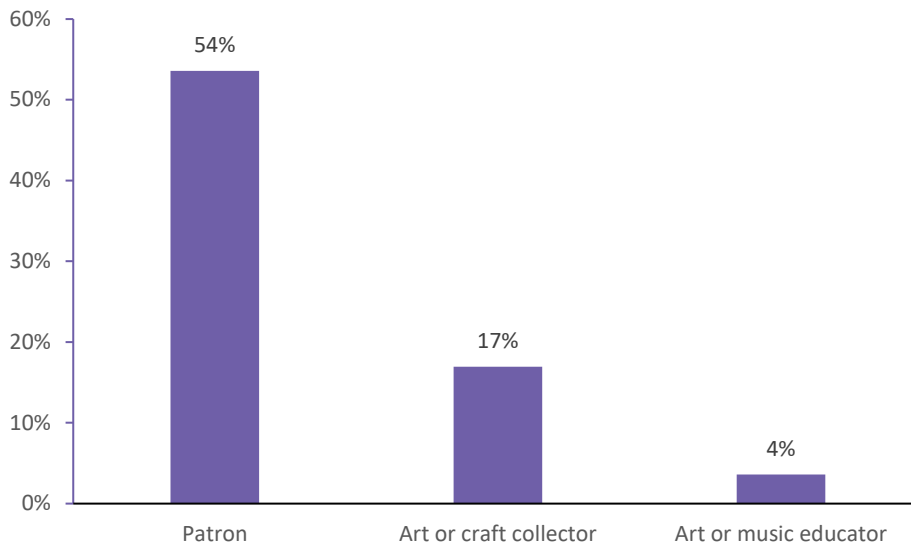


Note: N = 497.

Source: Keen Independent Research.

Relationship to the arts. More than half of respondents (54%) indicated that they were patrons of the arts, having participated in or enjoyed arts and culture events in the past. Smaller percentages indicated that they were art collectors (17%) and arts or music educators (4%).

F-5. Relationship of Celina virtual workshop participants to the arts



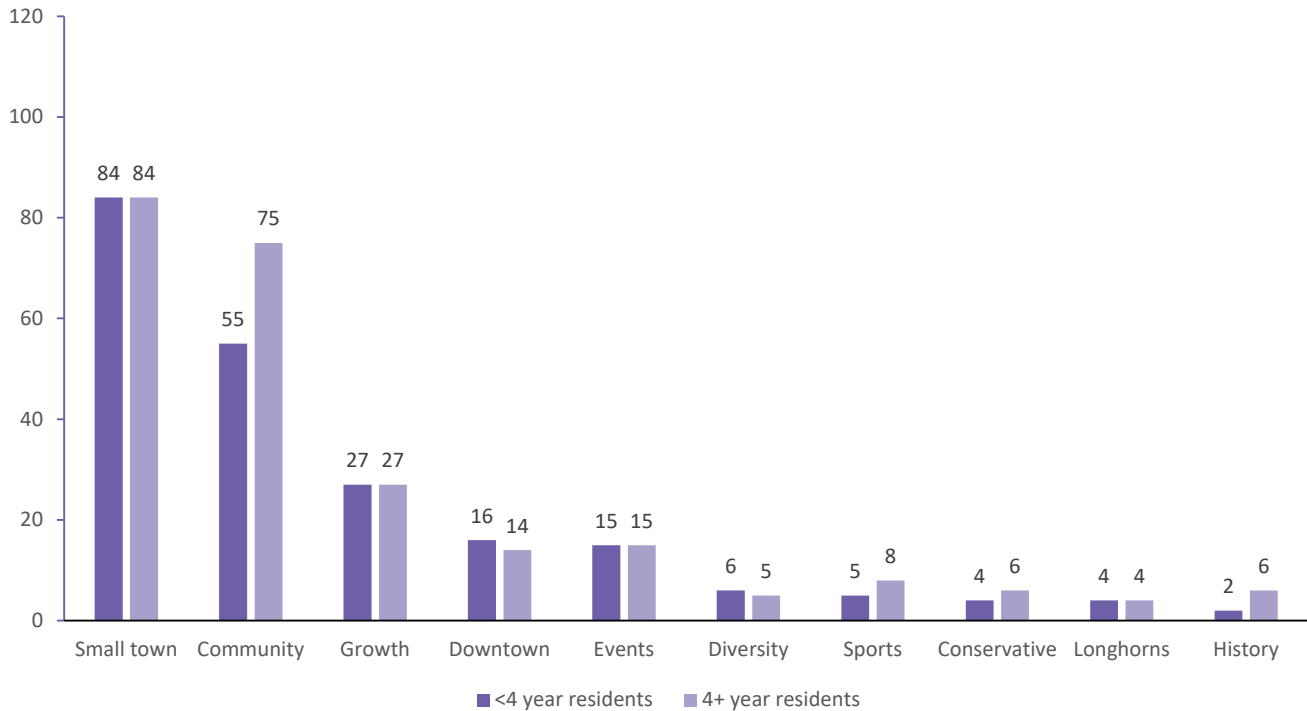
Note: N = 390.

Source: Keen Independent Research.

What Makes Celina Unique

Virtual workshop participants were asked to identify what makes Celina unique in an open-ended question. Most participants identified Celina's identity as a small town as its defining characteristic. Recent residents (i.e., people who have lived in Celina for less than four years) mentioned Celina's small-town charm as a factor that contributes to its uniqueness. Participants also cited Celina's community as something that makes it unique, with more long-term residents citing this factor at a higher frequency than recent residents (41% compared to 33%, respectively).

F-6. Virtual workshop participants' mentions of what makes Celina unique by years living in Celina



Note: N = 355. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Small town. The most commonly cited response to the question of what makes Celina unique was that the City felt like a small town. Many participants noted how Celina has maintained its small-town charm and focus on family-owned and small businesses as the City has grown and welcomed new residents.

- “Celina has the ‘small town USA’ feel with the opportunity to expand. The City has done a great job in adjusting to the influx of growth while keeping true to its heritage.”
- “Nation’s best big, small town. I love the sense of community and tradition alongside the growth and opportunity.”
- “Small town charm, unique small business, downtown square, golf cart access and promotion, family focused events.”
- “Small town feel where everyone is friendly.”
- “Small town feel. Not overpopulated with franchise restaurants. Appreciate the embracing of local business owners or small business owners.”
- “We love the desire to keep a small town with an intimate feel while also welcoming new families. We have lived here for 8 years and are looking forward to many more!”
- “What makes Celina unique is the small-town feel. Being so close to the DFW metroplex, Celina right now is really that hidden little gem amongst North Texas.”

Community. The second most common factor that respondents indicated makes Celina unique was its community, with many respondents highlighting the friendliness of residents and neighbors.

- “It’s a small but growing town and everyone still knows everyone and supports the local businesses.”
- “For sure it is the people. Most are warm and welcoming but enjoy the history that makes Celina a place you want to call home.”
- “It still maintains the country feel and kindness even though we’ve grown by tens of thousands of people while I’ve lived here.”
- “The people! The city goes out of its way to make connections.”
- “There's a sense of community, history and tradition that make it different than any other city I’ve lived in. Generations have lived here, and their impact can be seen everywhere. Stories are waiting to be shared via ‘Arts and Culture.’”

Growth. Many responses mentioned how Celina is a rapidly growing city that has still maintained its character as it has expanded.

- “Even though the City is growing rapidly, it still has that small town feel.”
- “It’s growing! I love living in a place that has an exciting outlook for the future.”
- “New suburb with a great potential for growth.”
- “The feel of growth in the town but at the same time trying to keep that small town feel. Getting cool and interesting shops, restaurants, etc. instead of just getting boring office spaces.”

Downtown Square. The Downtown Square was specifically mentioned as a factor that contributes to Celina’s uniqueness. Residents commented that it is a place where people gather and serves as a centralized hub for small businesses.

- “Country feel, elbow room. Great small businesses downtown.”
- “Great downtown area that is improving and hosts good events that get better each year.”
- “The downtown is small and quaint.”

Events. Several respondents commented on the events the City hosts as a factor that makes Celina unique. Many mentioned they enjoyed that events were diverse and family friendly. Responses indicated that participants found the following characteristics of events to be unique:

- “Community focus on small businesses and events that bring the people of the community together.”
- “Amount of community events for the size of the town.”

- “Monthly local festivals.”
- “We love the number of events and festivals in Celina. It still has a small-town feel, with unique restaurants, coffee shops, the Downtown Square and the events they put on.”

Diversity. A few open-ended responses explained that Celina was unique because of the diversity and a few commented that Celina is becoming more diverse as it grows. Respondents mentioned:

- “Diversity while maintaining old Texas farm town feeling.”
- “Its rapid development, its commitment to progress and community (mom and pop shops), and its up-and-coming diversity.”
- “Welcoming town, growth potential, diversity.”

Sports. Celina is known as a football town and several responses mentioned the Bobcat high school football team as a factor that makes the city unique.

- “There’s tremendous Bobcat spirit displayed by the orange highway hay bales and community enthusiasm at football games.”
- “The haybales down Preston that say Go Bobcats! I’ve never lived anywhere where the whole town came together for events or had so much school pride.”
- “Love that one mascot, bobcat is in ALL the schools. It’s unique, never experienced before.”

Conservative values. Some respondents cited Celina’s conservative values and emphasis on the family unit as a factor that makes the city unique.

- “Celina is unique because it stands by traditional, faith-based beliefs. It is not falling into how the nation believes it should change.”
- “Rural heritage, conservative values, strong faith.”
- “Small town, conservative values.”

Longhorns. Often mentioned in comments regarding Celina’s small-town and rural identity, longhorns were sometimes cited as a factor contributing to Celina’s uniqueness. One respondent noted that they appreciated, “Longhorns roaming the ground as we drive through. I hope this doesn’t go away.”

History. A few responses mentioned Celina’s “history and traditions” as factors that make it unique. One respondent said, “There’s a sense of community, history and tradition that make it different than any other city I’ve lived in.”

Interest in Arts and Culture Events

The virtual workshop prompted participants to rate the extent to which they agreed with several statements and to provide examples of arts and cultural programming they would like to see.

Ratings of agreement. Participants rated statements on a scale of 1 (strongly disagree) to 5 (strongly agree) that fell into three major categories:

- Things they would like to see;
- Things they are interested in; and
- Opinions about the arts and culture scene in Celina.

What arts and culture participants would like to see. The most popular category of art and/or cultural events that participants wanted to see was family-friendly events, with 80 percent of participants selecting a 4 or 5 on a scale of 1 to 5, where 1 indicates little or no interest and 5 indicates very high interest.

F-7. Virtual workshop participants' ratings of arts and culture they would like to see in Celina

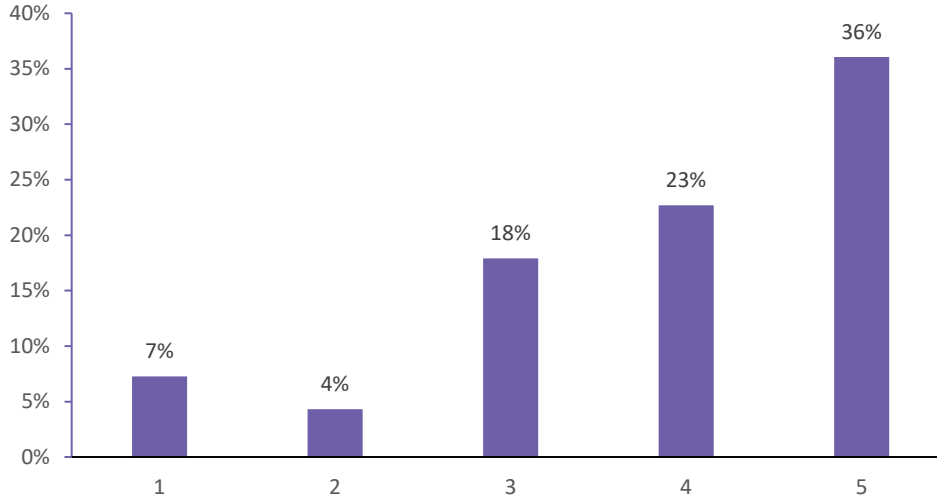
	Rated level of agreement				
	5	4	3	2	1
More art and culture	51 %	21 %	15 %	6 %	7 %
More public art, such as sculptures and murals	36	23	18	4	7
Art that highlights Celina's history	41	25	21	7	6
Art and culture programming for children and teens	50	27	14	5	4
Family-friendly art and cultural events	56	24	12	5	3

Note: N ranges from 431 to 441 for each question.

Source: Keen Independent Research.

Overall, participants expressed strong support for more art and culture in Celina for all age groups and categories. The following two bar graphs illustrate the details of the above table in a different way.

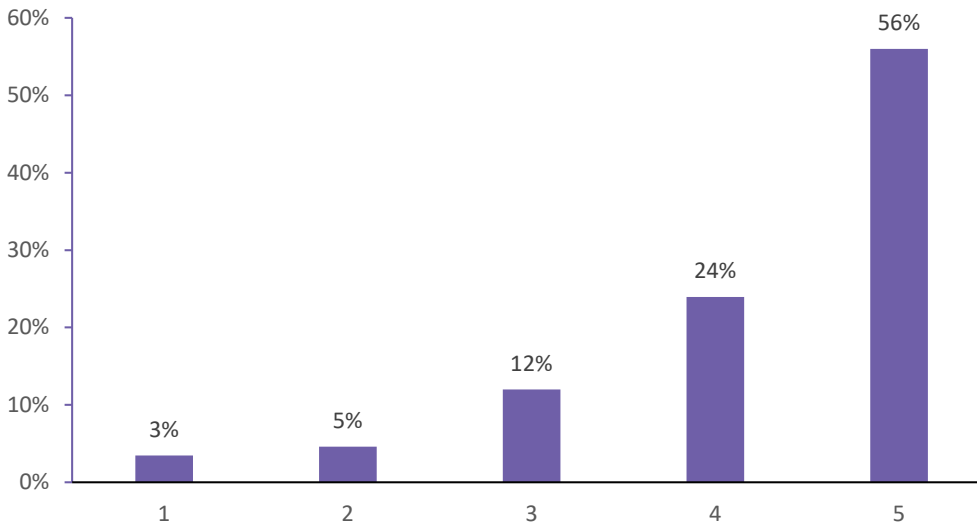
F-7a. Virtual workshop participants' responses to the statement "I would like to see more public art, such as sculptures and murals, in Celina" with "1" indicating "strongly disagree" and "5" indicating "strongly agree."



Note: N ranges from 431 to 441 for each question.

Source: Keen Independent Research.

F-7a. Virtual workshop participants' responses to the statement "I would like to see more family-friendly art and cultural events in Celina" with "1" indicating "strongly disagree" and "5" indicating "strongly agree."



Note: N ranges from 431 to 441 for each question.

Source: Keen Independent Research.

What arts and culture participants would be interested in. About 80 percent of respondents either agreed or strongly agreed that they would like to see art and culture events that highlight local artists. Most respondents indicated that they would be interested in attending performing arts shows and events. Respondents were less interested in art that highlights Celina's football history. No notable differences existed between the ratings of newer Celina residents (those who have lived in Celina for fewer than 4 years) and more established Celina residents. Note that a rating of 1 indicates little or no interest and a rating of 5 indicates very high interest.

F-8. Virtual workshop participants' ratings of arts and culture in Celina that they would be interested in

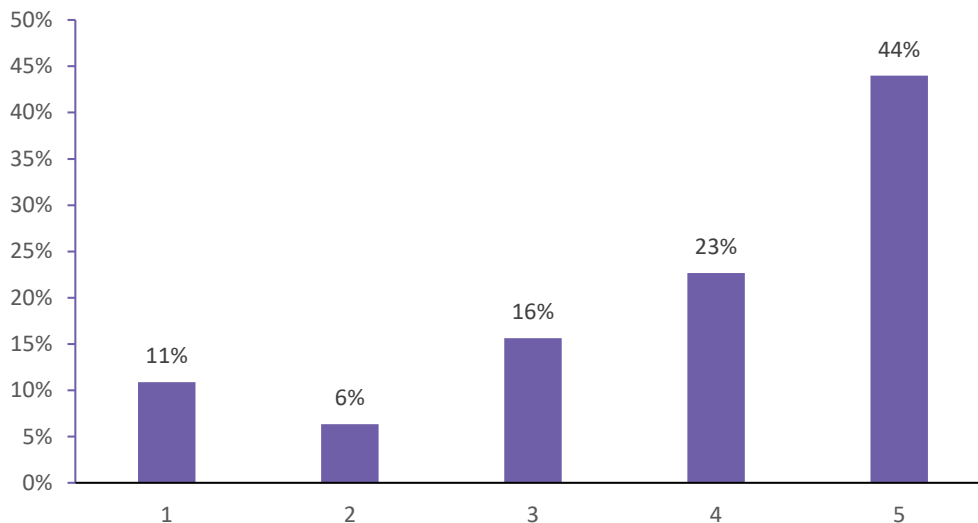
	Rated level of agreement				
	5	4	3	2	1
Attending art and culture events	44 %	23 %	16 %	6 %	11 %
Art that highlights Celina's agriculture and agricultural history	37	24	22	12	6
Art with a military theme and public artworks that document Celina's military heritage	27	19	28	12	14
Art that highlights Celina football and the city's football history	19	23	29	12	17
Art and culture events that highlight local artists, performers, musicians and makers	58	22	13	4	4
Attending performing arts shows and events	53	22	14	5	5

Note: N ranges from 431 to 434 for each question.

Source: Keen Independent Research.

The following bar graph illustrates a detail of the above table in a different way.

F-8a. Virtual workshop participants' responses to the statement "I am interested in attending art and culture events in Celina" with "1" indicating "strongly disagree" and "5" indicating "strongly agree."



Note: N ranges from 431 to 434 for each question.

Source: Keen Independent Research.

Opinions about the arts and culture scene in Celina. Most respondents either disagreed or disagreed strongly that Celina was a destination for arts and culture, with only 11 percent agreeing or strongly agreeing. Note that a rating of 1 meant that the participant strongly disagrees and a rating of 5 indicates that they strongly agree.

Most respondents agreed or strongly agreed that Celina's history is important and that the murals around Celina add to the city's identity and appeal.

F-9. Virtual workshop participants' ratings of agreement with opinions about the arts and culture scene in Celina

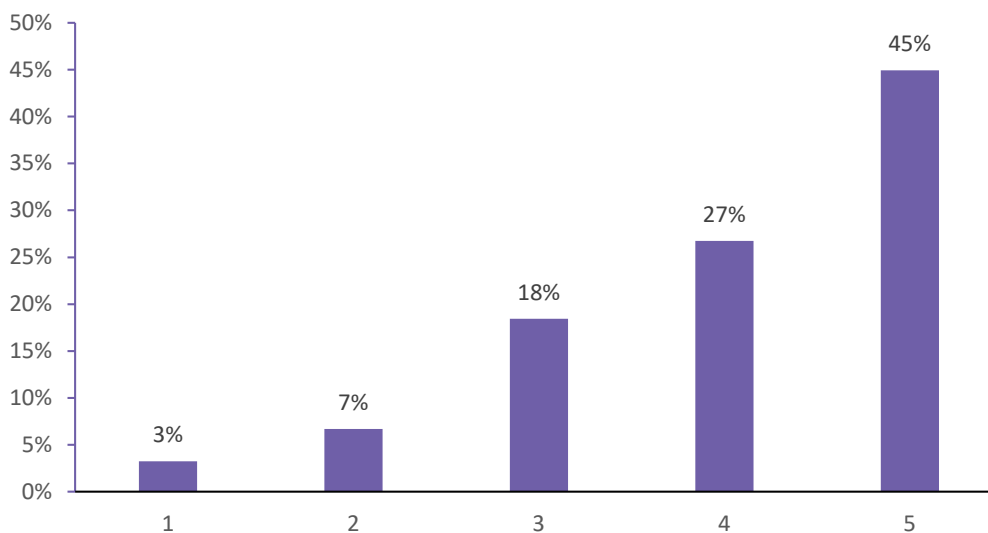
	Rated level of agreement				
	5	4	3	2	1
Celina is a town with a dynamic arts and culture scene.	4 %	7 %	33 %	32 %	25 %
Celina is a destination for arts and culture.	5	6	19	33	38
The history of Celina is important to me.	45	27	17	7	3
The murals around Celina add to the city's identity and appeal.	47	27	18	3	5

Note: N ranges from 433 to 441 for each question.

Source: Keen Independent Research.

The following bar graphs illustrates a detail of the above table in a different way.

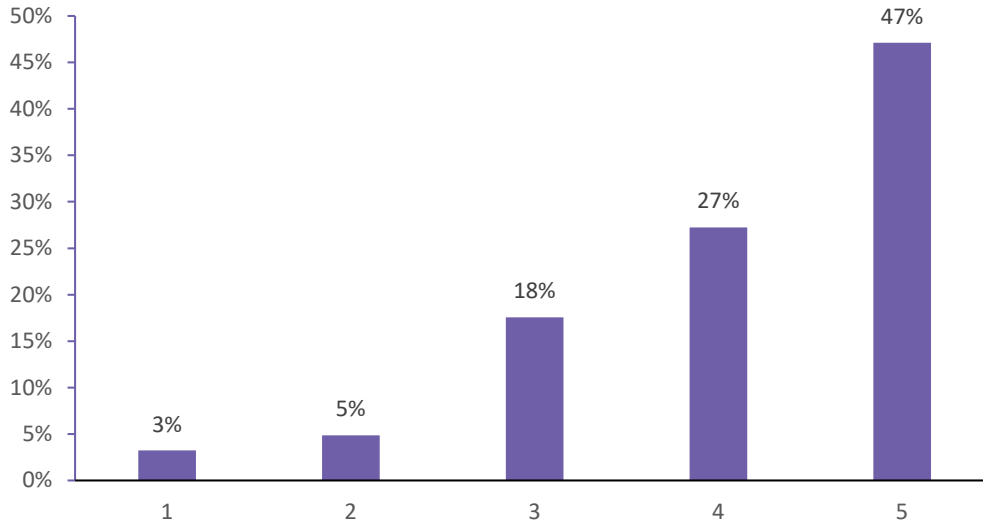
F-9a. Virtual workshop participants' responses to the statement "The history of Celina is important to me" with "1" indicating "strongly disagree" and "5" indicating "strongly agree."



Note: N ranges from 431 to 434 for each question.

Source: Keen Independent Research.

F-9b. Virtual workshop participants' responses to the statement "The murals around Celina add to the city's identity and appeal" with "1" indicating "strongly disagree" and "5" indicating "strongly agree."



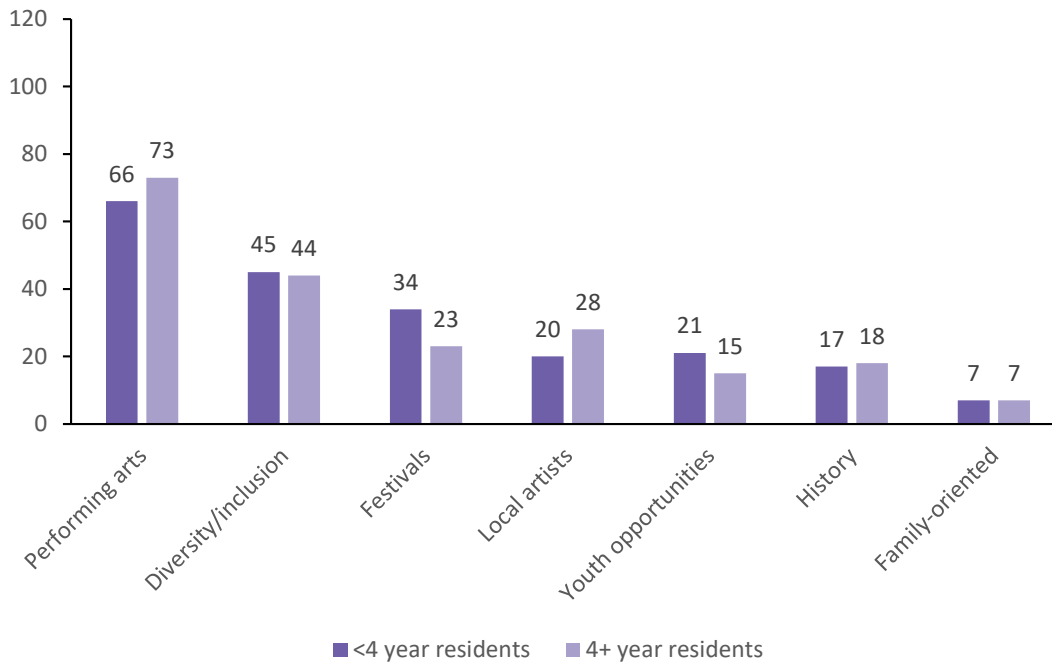
Note: N ranges from 431 to 434 for each question.

Source: Keen Independent Research.

Open-ended questions about arts and culture. Keen Independent asked respondents to provide examples of arts, cultural and community events and parts of Celina history they would like highlighted through art.

Desired arts and cultural events. When given the opportunity to specify what types of arts and culture events participants would like to see in Celina, more than half of respondents indicated they wanted to see more performing arts events. About a third of responses mentioned expanding the types of events offered such that they appeal to an increasingly diverse audience. A substantial portion of responses also mentioned festivals, with newer Celina residents mentioning festivals more often than longstanding Celina residents.

F-10. Virtual workshop participants' mentions of arts and cultural events they would like to see by residency in Celina

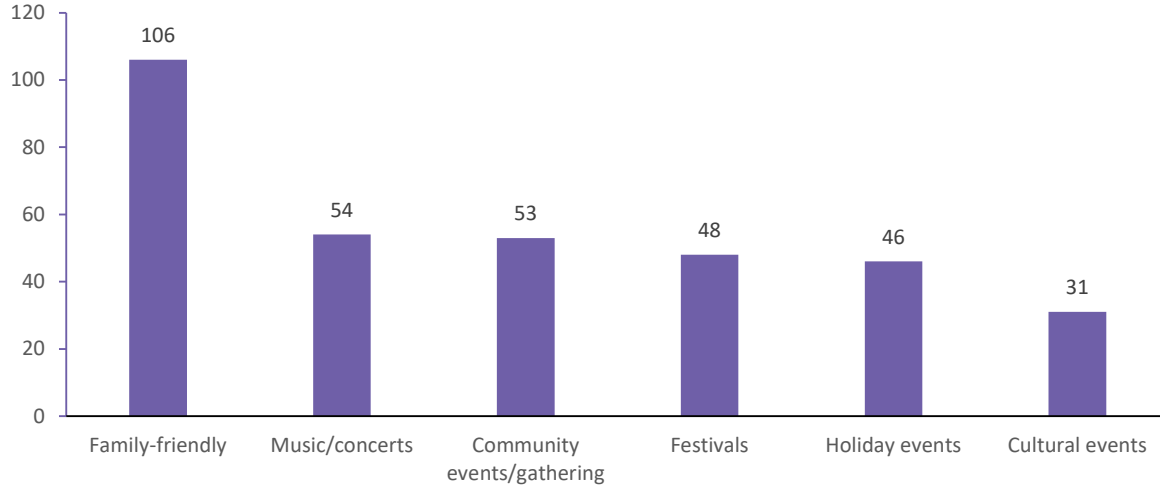


Note: N = 272. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Community events. Virtual workshop participants were asked to list types of community events that were important to them. The most cited event type that participants indicated was important to them was family-friendly events. Music and concerts, community events that promote gathering, festivals and holiday events were cited at roughly similar rates.

F-11. Virtual workshop participants' mentions of community events that are important to them in Celina

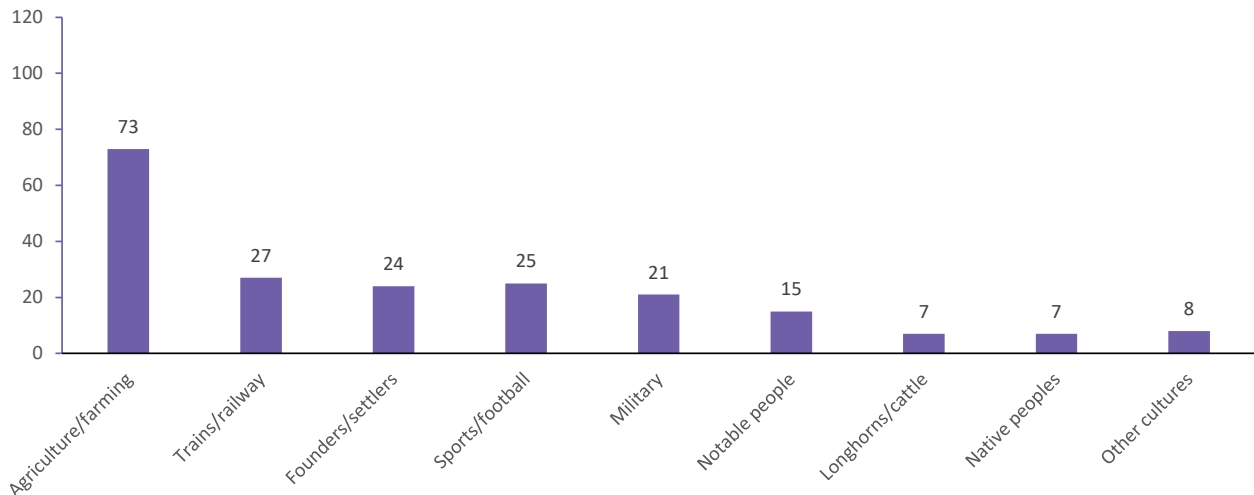


Note: N = 287. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Parts of history/culture to highlight through art. The most cited piece of Celina's history and culture participants indicated they wanted to see highlighted through art was agriculture and farming. Other less common answers were Celina's trains and railway history, the City's founders and settlers, sports (specifically Bobcats football) and military history.

F-12. Virtual workshop participants' mentions of Celina's history and culture they would like highlighted through arts



Note: N = 242. Responses could mention any or none of the categories above so percentages do not add up to 100.

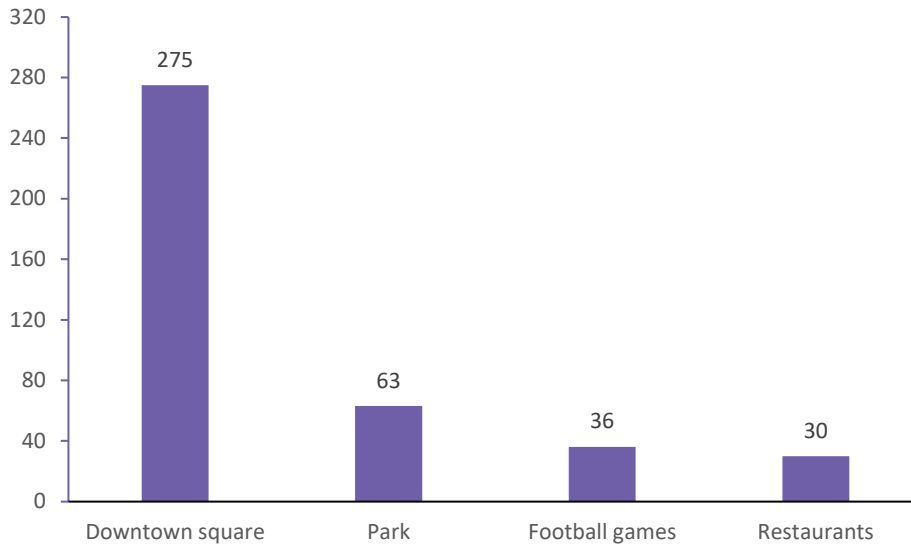
Source: Keen Independent Research.

Where Individuals Would Like to See Art

Keen Independent asked virtual workshop participants where people in Celina gathered, where they would like to see more art and what types of art they are interested in.

Gathering. Almost 90 percent of responses indicated that people in Celina gather in the Downtown Square most frequently. Less frequently mentioned areas for gathering were parks, football games and local restaurants and bars.

F-13. Virtual workshop participants' mentions of where people gather in Celina

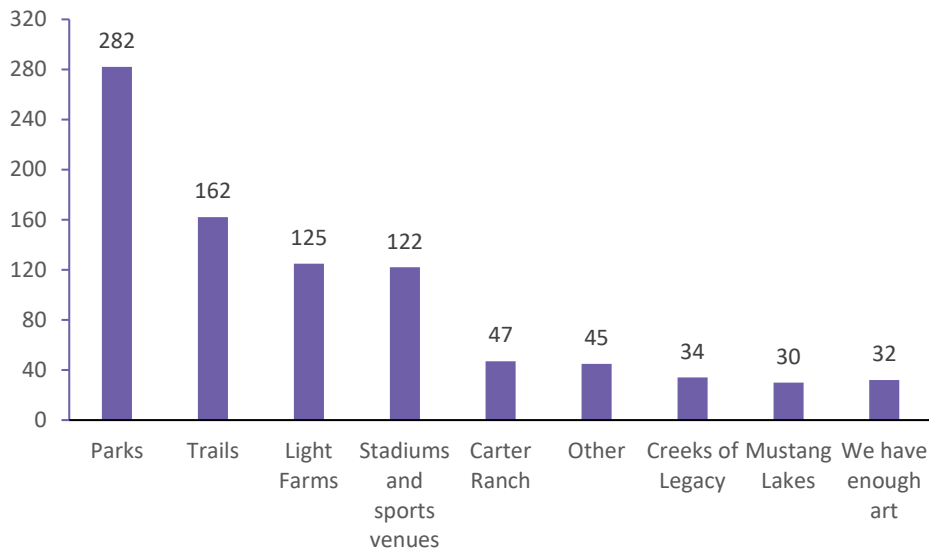


Note: N = 310. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Locations for new art. More than half of virtual workshop participants indicated that they would like to see new art in parks. Trails were the next most popular location for new art, followed by Light Farms neighborhood and stadiums and sports venues.

F-14. Virtual workshop participants' indications of where they would like to see art in Celina

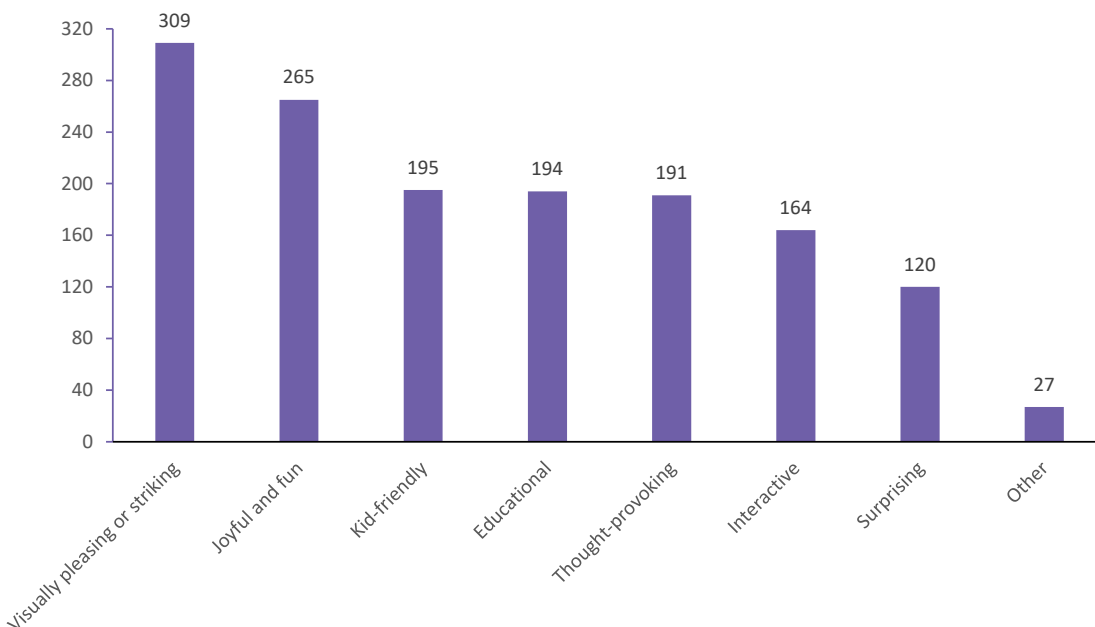


Note: N = 533. Participants could select more than one response so percentages add up to more than 100.

Source: Keen Independent Research.

Type of art enjoyed by participants. Half or more of virtual workshop participants indicated that they were fond of art that is visually pleasing or striking and joyful and fun. "Other" types of art participants indicated they liked included art that celebrates diversity, varied in medium and reflective of history.

F-15. Virtual workshop participants' indications of type of art that they like



Note: N = 533. Participants could select more than one response so percentages add up to more than 100.

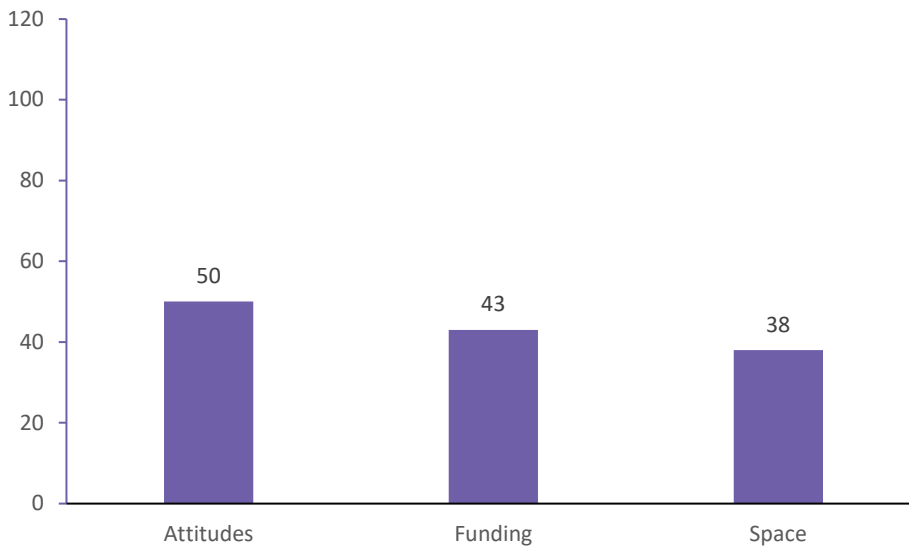
Source: Keen Independent Research.

Suggestions for Celina Regarding Arts and Culture

Finally, Keen Independent solicited virtual workshop participants' thoughts on barriers to expanding arts and culture in Celina and ways in which the City can support arts and culture. Participants were also provided an opportunity to make any additional comments they have related to arts and culture in Celina.

Barriers. The top three most frequently mentioned barriers to expanding arts and culture in Celina were attitudes, funding and space.

F-16. Virtual workshop participants' mentions of barriers to expanding arts and culture in Celina



Note: N = 165. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Attitudes. Many participants mentioned that there may be resistance to change in Celina that could impede the development of the arts and culture scene. Some of those attitudinal barriers include:

- "Narrow-minded people who do not want to see change in their small town. A lot of people with bias toward other cultures."
- "People who aren't opened-minded in celebrating the arts."
- "Ultra conservative attitudes about what art is and what art's role is in the community that results in a censorship and curated art that reflects only one point of view."
- "Fairly homogeneous culture."
- Several participants themselves expressed skepticism about more arts and cultural events in Celina or worried that politics would play into arts and culture.

Funding. Several participants perceive that the City is not prepared to invest in arts and culture, with many referencing money that the City spends on sports.

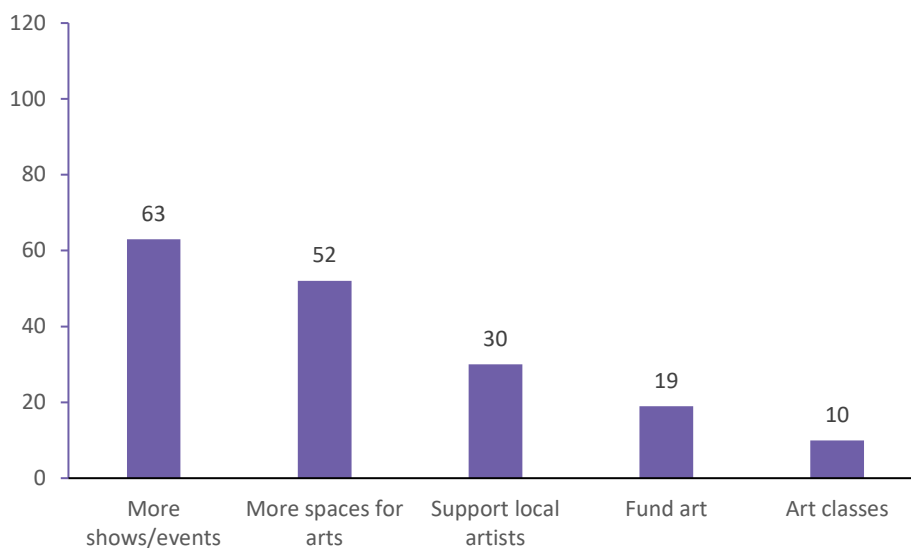
- “City officials don’t think it’s important enough to spend money on.”
- “We have money for sports, we can find money for art.”
- “Little money and time spent on arts education or arts educators in schools. Long history of football in this town has allowed little room for anything else to be highlighted or discussed.”
- “Coordinating staff, budget, and facilities.”

Space. Respondents noted the following challenges due to space constraints:

- “Not having a vibrant community center with appropriate architecture inside and out.”
- “Finding the space for murals and other artwork, limited art and culture instruction for kids.”
- “If downtown, the square isn’t that big but that’s the main gathering place for people and events. We need more venues/buildings to showcase and/or support the art to balance/organize the placement of art throughout the town.”
- “We do not have a concert hall.”

Support. When asked how the City could best support arts and culture in the future, participants’ suggestions most often mentioned hosting more events and shows. Having more designated spaces for arts, including visual and performing arts, was also mentioned in just under a third of responses with smaller numbers mentioning support for local artists, art classes and workshops and funding opportunities for art.

F-17. Virtual workshop participants’ mentions of ways the City can support arts and culture



Note: N = 163. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

More shows and events. The most common way for the City to support arts and culture according to participants was to host more shows and events. Participants suggested a range of events that the City could sponsor, including:

- Festivals;
- Concerts and other live music performances;
- Theater;
- Art galleries;
- Holiday events; and
- Permanent art installations.

More spaces for art. Many responses mentioned the Downtown Square as a place for events. However, space is limited and may not be optimal during harsh weather. A few suggestions related to spaces for events are listed below.

- “Continue events that are focused on the square but provide better lighting so it can be enjoyed during the evening. Create an indoor venue that can be used in inclement weather.”
- “A huge parking structure to support the square. Not all of us can shuttle in and out of events.”
- “That empty space on Main Street Papa Gallos would be a beautiful rotating exhibit and kids’ art space!”

Support for local artists. Several respondents indicated an interest in keeping arts events focused on local artists and businesses. Suggestions included:

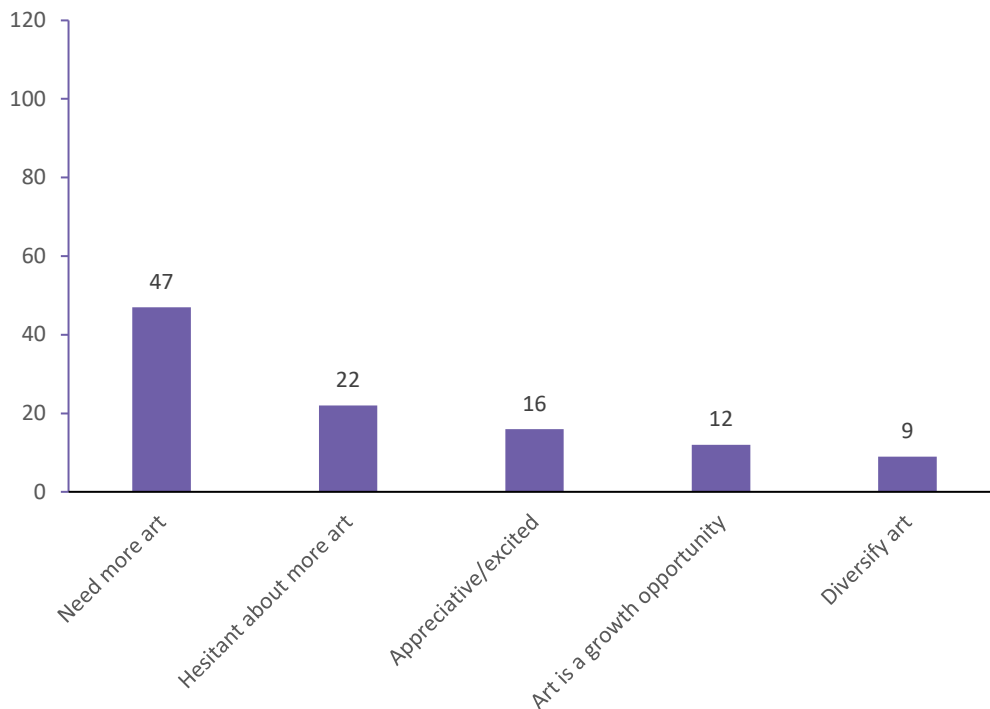
- “They should have an arts festival to showcase local artists or a market dedicated to artists around or in the community.”
- “More artists represented especially ones that are residents.”
- “I’m interested in developing a space as a co/op for local artists to rent space for working and displaying their products.”

Funding for art. Some respondents indicated that the City should allocate funding to support local art and culture events. One participant stated that “doing surveys like this is a start,” but that the City should “take action soon, don’t let the results sit in committee forever. Budget for it.”

Art classes or workshops. A few responses mentioned hosting art classes or workshops that are either family-friendly or that focus on youth. One respondent indicated wanting “workshops that teach youth about fine arts and culture, especially hands-on activities.”

Additional comments. Participants were provided space to give any final comments they have on arts and culture in Celina. Of those who provided a comment, 47 underscored the need for more art in Celina. Smaller numbers of responses expressed hesitation about more arts and culture, appreciation and excitement, the opportunity for growth that art provides and the need to diversify art.

F-18. Virtual workshop participants' additional comments related to arts and culture in Celina



Note: N = 114. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Need for more art. Over forty percent of participants who provided a final comment indicated that Celina needs more art. A few suggestions for how to incorporate more art include:

- “Keep the heritage festival while expanding it to reflect more of the Hispanic contributions. The poetry writing contest and theatrical storyteller were worthwhile, fun and kept with the theme.”
- “Would love to see a second high school with more emphasis on the arts, maybe keep the one Celina team by having the current high school sports-oriented and the other arts-oriented.”
- “Utilize your resources available within the city before looking elsewhere. For example, 3-D Dance is opening in Celina in 2023 and is led by performing arts educators who are highly educated experts in the performing arts. Utilize the resources and expertise they can provide. Then do the same for music and the visual arts. Perhaps put together a performing arts committee of these experts who are already right here in Celina.”
- “A fair which offers art from local citizens of the community would be enticing.”

Hesitation about arts and culture. Some respondents expressed hesitation about expanding arts and culture in Celina for reasons including politicization, destruction of existing structures, diversion of valuable resources and loss of what makes Celina unique. A few quotes emphasizing the desire for art to be thoughtfully incorporated into Celina are listed below.

- “Please don’t place random art pieces and sculptures where they don’t belong, and don’t touch the old buildings and silos. They are stunning as they are (and I’m a photographer).”
- “I personally think it is way too early to start adapting an arts and culture plan for this community. Focus should be made more on the ability to handle the amount of people moving here.”
- “As a small-town native Texan, over and over I see our beautiful small town Texas heritage plowed down by people who do not know about it nor do they respect it. Please don’t do that to Celina. I realize some people don’t care, but most of us native Texans do and we still want to live here too. Celina has always been a special little town. Let’s keep it that way.”
- “Really focus on planning the infrastructure and not rush and look like other “fast growing” towns that seemed to rush and threw stuff together.”

Appreciation and excitement. Several respondents expressed their appreciation for having their opinions included in the planning effort and their excitement at the expansion of arts and culture in Celina. Many thanked the City for soliciting their opinions and one respondent said, “This is great Celina is starting to think about this as it continues to grow!”

Art as an opportunity for growth. A few responses mentioned that the growth of Celina will be advantageous in terms of expanding the arts and culture scene. One participant encouraged the City to “look at other cities of similar size and growth that have a vibrant arts and culture scene. What can we learn and apply here?”

Need to diversify art. A few virtual workshop participants identified the need to diversify the types of art and artists that the City supports. One respondent indicated that they wanted the City to “incorporate more culturally sensitive events” and another indicated they would be interested in seeing “African American murals and monuments throughout the city of Celina.” Another participant focused on the sharing of culture through art, saying, “This is a great opportunity to encourage [enjoying art] across various cultures.”

APPENDIX G. Market Analysis

Keen Independent conducted a comprehensive market analysis of the Celina to gain a better understanding of how arts and culture fit into the city's social and cultural landscape. This appendix includes the following analyses:

- Arts and cultural asset inventory;
- Business inventory;
- Venue inventory;
- Demographics; and
- Demand projections.

Arts and Cultural Asset Inventory

The study team inventoried and created a list of the arts and cultural assets in Celina, as displayed below in Figure G-1. Additionally, Keen Independent developed a map of these local assets (see Appendix A).

G-1. Inventory of arts and cultural assets in Celina

Cultural asset	Type
Memory Lane Inn Crafting Retreat	Arts and crafts
Texas Art and Salvage	Arts and crafts
Celina High School Auditorium	Auditorium
Steps of Faith Dance Studio	Dance Studio
Celina Outpost	Event venue
Little Wooden Penguin	Event venue
Two 29 on the Square	Event venue
Venya Gardens	Event venue
City Council Chambers	Meeting room
Collin College, Celina Campus	Meeting room
Historic Water Tower Lights	Public Art - Monument
Veterans Memorial Clock	Public Art - Monument
Celina Landscape	Public Art - Mural
Children's book covers at the Library	Public Art - Mural
Coca-Cola	Public Art - Mural
Economic Development Building	Public Art - Mural
Field of Flowers	Public Art - Mural
Historical pictures on outside wall	Public Art - Mural
Life Connected	Public Art - Mural
Pecan Street	Public Art - Mural
Welcome to Celina	Public Art - Mural
Children reading on bench outside library	Public Art - Statue
Celina Area Heritage Association	Museum
Loud and Clear Texas Venue Music Services	Music
North Texas Piano Services	Music
Founders Station Park	Park
Old Celina Park	Park
Celina High School Bobcats	Stadium
Celina High School Theater	Theater
Chippy and Friends Puppet Theater	Theater
Bobcat Trail at Traditions Field (under construction)	Trail

Source: Keen Independent Research, 2022.

Business Inventory

Based on a list of businesses with relevant SIC codes provided by Dun & Bradstreet, Keen Independent inventoried arts organizations and businesses within 30 and 45 minutes of drive time from Celina's Downtown Square, as displayed in Figure G-2. The City may consider partnerships with some of these organizations to further its arts and culture goals.

G-2. Inventory of arts businesses and organizations within 45 minutes of drive time from the Celina Town Square

Name	Location	Profile
Driving distance under 30 minutes from Celina Town Square		
Art Gallery Inc	Plano	Gallery
Art Gallery Pure	Dallas	Gallery
AR Workshop Frisco	Frisco	Craft Studio
Clark High School Theater	Plano	Theater
Frisco Fine Art Gallery	Frisco	Gallery
The Gallery 8680	Frisco	Gallery
Driving distance under 45 minutes from Celina Town Square		
Art & Frame +Signs	McKinney	Art Supply
Art Wheel Studio	Plano	Gallery
Green Space Arts Collective	Denton	Dance Studio
J2C Art Studio	Plano	Art and Music Lessons
Karen Antos Gallery	Dallas	Gallery
Kelly's Art Shack & Events	McKinney	Gallery
Lakeside Community Theatre	The Colony	Theater
Pace GFX	Plano	Design
Richardson Theatre Centre	Richardson	Theater
The Martin Place	McKinney	Gallery
Visual Art League of Lewisville	Flower Mound	Gallery
Wildflower Art Studio	Denton	Art Lessons

Source: Dun & Bradstreet, Keen Independent Research, 2022.

Venue Inventory

As shown below in Figure G-3, Keen Independent developed a list of venues for arts and cultural events within 15, 30 and 45 minutes of drive time from Celina's Downtown Square.

G-3. Inventory of arts and cultural venues within one hour of the Celina Town Square

Name	Location	Type
Driving distance under 15 minutes from Celina Town Square		
Bobcat Stadium	Celina	Stadium
Celina Public Library	Celina	Library
Old Celina Park	Celina	Event Venue - Agritourism
Two 29 on the Square	Celina	Event Venue
Venya Gardens	Celina	Event Venue
Driving distance under 30 minutes from Celina Town Square		
A Joyful Mess	Prosper	Art Studio
Bluebird Cottage Wedding Venue & Event Center	McKinney	Event Venue - Agritourism
Chandler's Gardens	Celina	Event Venue - Agritourism
D'Vine Grace Vineyard	McKinney	Event Venue - Agritourism
River Valley Place	Celina	Event Venue - Agritourism
The Sanctuary Music and Events	McKinney	Event Venue - Agritourism
Driving distance under 45 minutes from Celina Town Square		
Chestnut Square Historic Village	McKinney	Event Venue
Heard-Craig Center for the Arts	McKinney	Museum
The McKinney Cotton Mill	McKinney	Event Venue - Agritourism
The Midlothian Conference Center and Hotel	Midlothian	Conference Center

Source: Keen Independent Research, 2022.

Demographics

Keen Independent analyzed demographic information for Celina and compared these characteristics with those of the nation. Categories include:

- Age;
- Race and ethnicity;
- Education; and
- Annual household income.

Age, race and ethnicity. Figure G-4 displays the age, race and ethnicity of the total population in Celina compared with national averages. Celina skews slightly older than the national average, which presents an opportunity for the City since nearly half of U.S. adults in the 35 to 44 age range attended an arts and culture event in 2017¹. In terms of race and ethnicity, Celina has a higher proportion of residents identifying as Asian American and multiracial compared to the population of the United States.

G-4. Celina and United States population by age, race, and ethnicity, 2022

	City of Celina	United States
Total population	13,608	328,239,523
Median Age	39.1	38.4
Race		
African American	7.6 %	13.4 %
Asian American	7.4	5.9
Native American	0.0	1.3
Pacific Islander	0.0	0.2
Other race	0.8	—
Two or more races	8.3	2.8
White	75.9	76.3
Total	100.0 %	100.0 %
Ethnicity (of any race)		
Hispanic American	9.6 %	18.5 %
Non-Hispanic	90.4	81.5
Total	100.0 %	100.0 %

Source: American Community Survey via Esri.

¹ https://www.arts.gov/sites/default/files/US_Patterns_of_Arts_ParticipationRevised.pdf

Income and education. Figure G-5 displays annual household income and education. As of 2022, the median household income in Celina is nearly \$115,000, which exceeds the national median. Celina also has more formal education than the U.S. on average. Having a community of relatively affluent residents could mean that more dollars can be spent on arts and culture events, which bodes well for the Celina. Thus, the City may consider investing in high-quality arts and culture experiences that will attract local patrons.

G-5. Celina and United States household income and education, 2022

	City of Celina	United States
Total households	4,675	128,451,000
Household income		
\$24,999 or less	10.7 %	17.1 %
\$25,000 to \$49,999	10.1	20.0
\$50,000 to \$74,999	13.5	16.5
\$75,000 to \$99,999	10.4	12.3
\$100,000 to \$199,999	38.1	23.8
\$200,000 or more	<u>17.2</u>	<u>10.3</u>
Total	100.0 %	100.0 %
Median household income	\$ 114,807	\$ 68,703
Education (population age 25+)		
Less than high school	3.4 %	9.9 %
High school	12.9	28.1
Some college	38.8	25.9
Bachelor's degree	34.6	22.5
Graduate degree	<u>10.4</u>	<u>13.5</u>
Total	100.0 %	100.0 %

Source: American Community Survey via Esri.

Population and Demand Projections

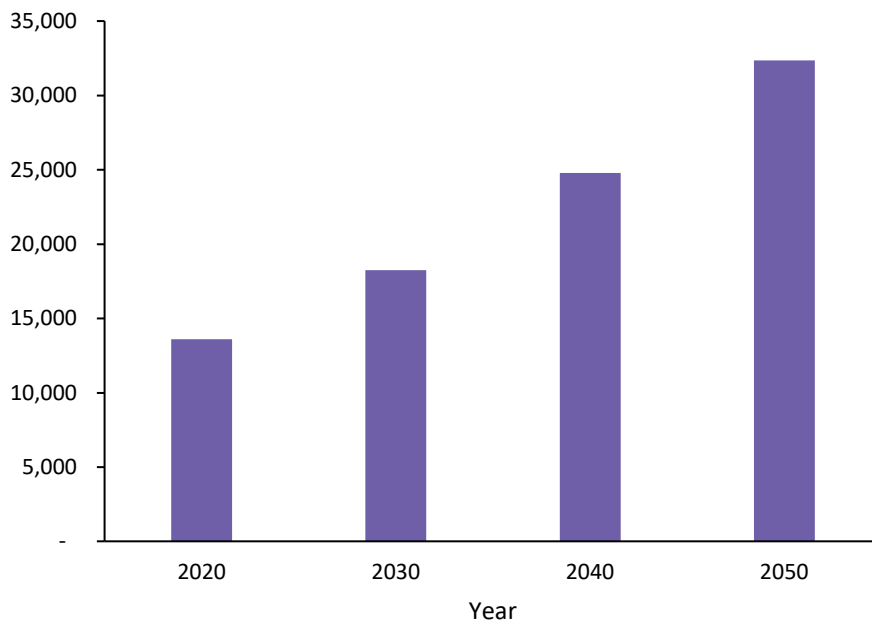
Local demand for arts activities is likely to increase as Celina grows in population. Keen Independent examined population forecasts for Celina developed by the Texas Demographic Center.

Population forecasts. Based on Collin County projections, the Texas Demographic Center forecasts that the Celina population will increase by almost 140 percent between 2020 and 2050 to over 32,000 residents (see Figure G-6). This averages to an annual increase of nearly 3 percent per year.

It should be noted that the City uses a different timescale to forecast population projections. The City's Service Area Population Projections are as follows:

- 43,126 in year 2023;
- 49,853 in year 2024;
- 60,615 in year 2025;
- 72,249 in year 2026; and
- 84,373 in year 2027.²

G-6. Total population change in Celina based on Collin County projections, 2020–2050



Source: Texas Demographic Center, Keen Independent Research.

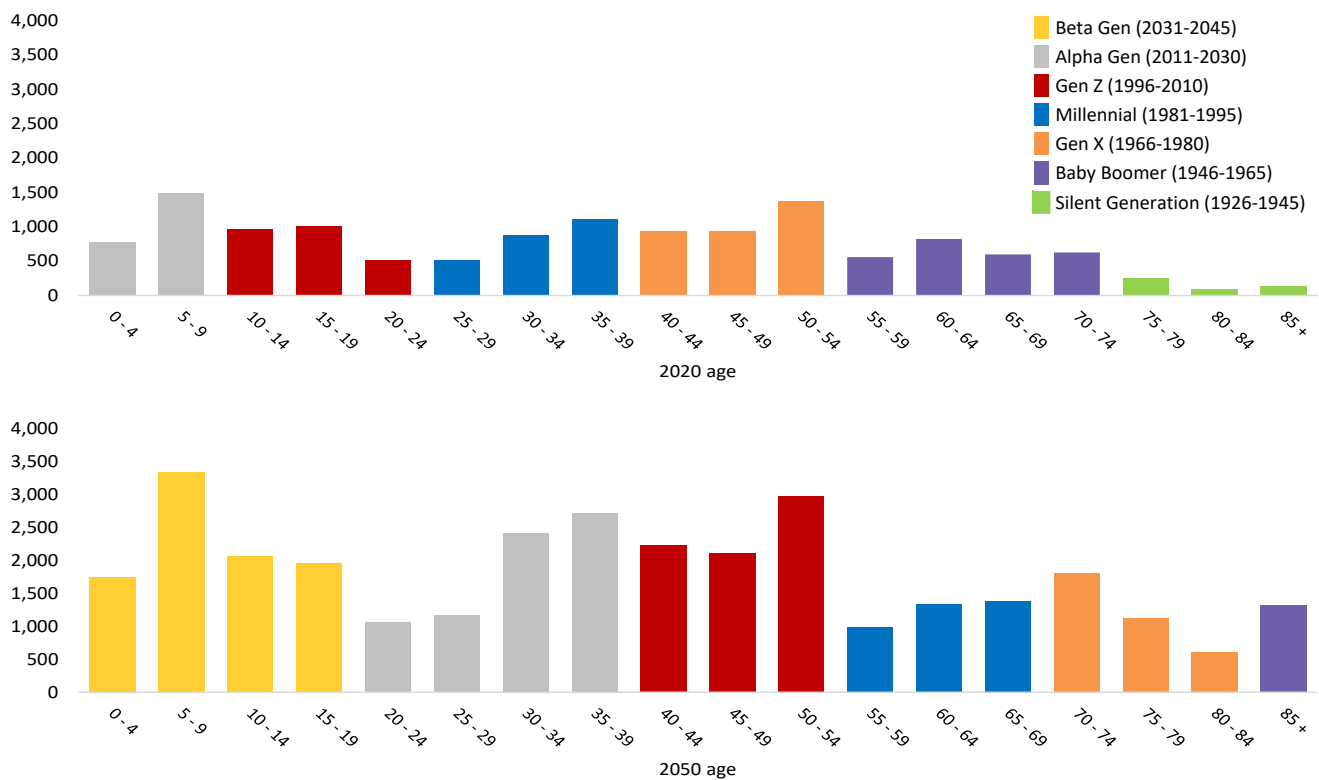
² Data received from the City of Celina.

Population by age in 2020. The age of residents also affects demand for arts activities. Figure G-7 illustrates the age distribution of Celina based on Collin County projections. The graph shows the population grouped according to widely recognized generations beginning with the Silent Generation (born between 1926 and 1945) to Gen Z (born between 1996 and 2010) and the Alpha Generation (born in 2011 and later years).

Population by age in 2050. Figure G-7 also presents the projected age distribution for Celina in 2050 based on Collin County projections. Note that Keen Independent shows a cohort of people who will be born between 2031 and 2045 as “Beta Gen” (name invented to follow the “Alpha Gen” generation now being born).

Celina’s population is projected to skew younger in 2050 compared to 2020. Given that in recent years, younger audiences have been attending performing arts events at higher rates,³ this demographic shift could present an opportunity for Celina. Programming events that are targeted for younger audiences may build a connection early and encourage more arts engagement later in life.

G-7. Celina population by age in 2020 and 2050 (based on Collin County projections)



Source: Texas Demographic Center, Keen Independent Research.

³ https://www.arts.gov/sites/default/files/US_Patterns_of_Arts_ParticipationRevised.pdf

Demand scenario. Keen Independent developed a demand scenario for Celina from the Texas Demographic Center population projections and national attendance data generated by the National Endowment for the Arts (NEA) 2017 Survey of Public Participation in the Arts (SPPA).

Key assumptions. These demand projections assume that the 2017 rates for arts participation do not change and that the national trends of age-specific rates of attendance are consistent with the Celina population. Although COVID-19 has had a major impact on arts attendance across the country, these projections assume that this is a temporary phenomenon.

Demand projections. Based on the Collin County projections (see Figure G-8), Keen Independent finds that unconstrained demand for Celina arts activities is predicted to increase by about 141 to 170 percent between 2020 and 2050. For example, demand for jazz music performances is projected to increase by 142 percent over the next 30 years.

The demand is “unconstrained” as it does not include any reductions or limitations of venues or their size. Figure G-8 summarizes projected percentage increases in unconstrained demand for arts events based on Collin County projections.

Please note the following:

- Demand change is at 0 percent for 2020, because that is the starting year from which change is measured from;
- These demand changes are based on pre-pandemic demand; and
- Projections reflect projected demand of the residents of Celina, not tourists.

Overall demand for all kinds of arts events in Celina is projected to increase substantially by 2050 due to several factors including the increasing, diverse population. The influx of new residents to Celina will bring more interests in arts and culture events, so it is advantageous for Celina to consider how to thoughtfully highlight the arts throughout the community.

G-8. Demand projections for arts events between 2020 and 2050 (based on Collin County projections)

	2020	2030	2040	2050
Jazz music	0 %	39 %	85 %	142 %
Latin, Spanish or salsa music	0	37	85	140
Classical music	0	43	95	160
Opera	0	46	105	170
Musical plays	0	40	89	147
Non-musical plays	0	40	92	150
Ballet	0	39	90	150
Dance (other than ballet)	0	34	80	142
Film	0	38	84	142
Art museums and galleries	0	38	86	141
Craft/visual art festivals	0	40	88	144
Outdoor festivals	0	40	88	144
Art exhibits	0	40	87	142
Live music performances	0	39	86	143

Source: Texas Demographic Center, Keen Independent Research.

Appendix H. Benchmark Cities

Keen Independent presents benchmark profiles of cities throughout the country that are instructive to the proposed Celina TX Arts and Culture Master Plan. Benchmark cities were selected based on most or all the following considerations:

- Population and/or population growth;
- Proximity to a metropolitan area;
- Downtown arts and cultural amenities;
- Public art program; and
- Arts and cultural identity.

Keen Independent developed benchmark profiles for the following cities:

- McKinney, Texas;
- Round Rock, Texas;
- Gilbert, Arizona; and
- Cary, North Carolina.

Benchmark profiles for each city include an overview of the following:

- City brand/identity;
- Downtown;
- Public art and program; and
- Performing arts.

Appendix I. Art in Public Places Analysis provides a more detailed discussion of public art policies.

Keen Independent additionally compiled information for relevant cities that do not qualify as benchmarks but have programs or qualities that Celina residents and stakeholders want the City to emulate. These relevant cities include:

- Denton, Texas; and
- Richmond, Texas.

McKinney, Texas

McKinney is located about 17 miles away from Celina and shares proximity to the Dallas-Fort Worth Metropolitan area. Many Celina residents and stakeholders identified McKinney as the city they travel to when performing, selling or supporting arts and culture. Its profile includes:

- Population: 208,146¹;
- Land area: 67.7 square miles; and
- Median household income: \$100,775.²



Downtown Square. McKinney's Downtown Square is part of its larger Cultural District that includes the following arts and cultural amenities:

- McKinney Performing Arts Center;
- McKinney Art House, which offers art classes for all ages;
- Markers celebrating McKinney's Black community and its history;
- Art galleries including The Cove and LAST Art Gallery;
- Heard-Craig Center for the Arts, an art museum and events space;
- Collin County History Museum; and
- Fire History Museum.

Public art and program. McKinney has a Silo Mural Project and a Monarchs of McKinney initiative that features monarch butterflies as sculpture, placemaking and wayfinding design elements. The McKinney Arts Commission advises City Council on how to distribute allocated funds for the arts. McKinney's city website states a "commitment to cultural, aesthetic and economic vitality by integrating art into public places, civic infrastructure and development."³ McKinney's most recent Public Arts Master Plan was completed in 2013.⁴

Performing arts. In addition to the above listed performing arts venues, McKinney Repertory Theatre is the city's official community theatre. It is supported in part by grants from the City of McKinney through the McKinney Arts Commission and the McKinney Community Development Corporation. A 501(c) (3) non-profit organization, it receives additional financial support through tax-deductible donations and corporate programs such as Amazon Smile, where percentages of each Amazon purchase goes towards the theatre.⁵

¹ "McKinney, Texas Population 2022." *World Population Review*. (2022) Retrieved from: <https://worldpopulationreview.com/us-cities/mckinney-tx-population>

² "McKinney Demographics." *Point2 Homes* (2022) Retrieved from: <https://www.point2homes.com/US/Neighborhood/TX/McKinney-Demographics.html>

³ "Public Art." *McKinney, Texas* (2022) retrieved from: <https://www.mckinneytexas.org/1059/Public-Art>

⁴ The City of McKinney Public Arts Master Plan (2013) can be accessed here: <https://www.mckinneytexas.org/DocumentCenter/View/5790/PublicArtMasterPlan?bidId=>

⁵ McKinney Repertory Theatre, About (2021), Retrieved from <https://mckinneyrep.org/about>

Round Rock, Texas

Round Rock is part of the Austin-Round Rock-San Marcos metropolitan area and is about 19 miles from Austin. Its profile includes the following:

- Population: 123,384;⁶
- Land area: 36.2 square miles; and
- Average household income: \$101,648.⁷

Downtown. Downtown Round Rock includes dining, shopping and nightlife. The following is an overview of its arts and cultural amenities:

- Downtowner Gallery;
- Allen R. Baca Community Center;
- Round Rock Public Library;
- Music on Main, a free outdoor concert series; and
- Beaujolais Nights, a “global celebration in the name of wine.”⁸

Public art and public art program. Round Rock’s public art includes sculptures and murals by regional artists, as well as signal box mini murals and City Council Chamber gallery exhibits.⁹ Round Rock’s public art program was initiated by the Round Rock Arts Master Plan, which the City is currently updating.¹⁰ The City displays over 50 public sculptures on loan from regional artists for at least one year through a collaboration with the Texas Society of Sculptors. The City of Round Rock lists all of its arts and cultural groups, amenities and businesses on their website, found here: <https://www.roundrocktexas.gov/city-departments/arts-and-culture/arts-groups/>

Round Rock’s Chisholm Trail Crossing documents longhorn trade and travel routes through bronze sculptures by two Texas artists, Antonio Muñoz and Jim Thomas.

Performing arts. The city’s performing arts amenities include the following:

- Sam Bass Theatre for adults and youth;
- Round Rock Amphitheater;
- Centennial Plaza featuring a performance stage with lawn seating; and
- Central Texas Philharmonic.

These amenities offer space for local performers as well as touring acts.



Round Rock plaque
Photo: Wikimedia Commons

⁶ “Cary, North Carolina Population 2022.” *World Population Review*. (2022) <https://worldpopulationreview.com/us-cities/cary-nc-population>

⁷ Ibid.

⁸ <https://downtownroundrocktexas.com/beaujolais-nights-returns-to-main-street-thursday-nov-17/>

⁹ <https://www.roundrocktexas.gov/city-departments/arts-and-culture/round-rock-city-council-chamber-gallery/>

¹⁰ For more information on Round Rock Creates, the initiative to update the City of Round Rock’s arts and culture master plan, see: <https://www.roundrocktexas.gov/city-departments/arts-and-culture/round-rock-creates/>

Gilbert, Arizona

Gilbert is in the Phoenix metropolitan area. It is one of the fastest-growing cities in the United States, going from 5,717 residents in 1980 to over 100,000 in 2000 and the city's population had nearly doubled at the time of the 2010 census. Gilbert's profile includes:

- Population: 285,756;¹¹
- Land area: 68.5 square miles; and
- Average household income: \$113,964¹²



Downtown. Downtown Gilbert is known as the Heritage District and features over 30 restaurants diverse shops. Its art and cultural amenities include:

- Art Intersection, a program for artists to deepen their practice with maker spaces and three galleries for exhibitions;
- Gallery 4, which invites viewers to engage in “personal reflection and conversation regarding social, environmental and cultural topics;”¹³
- Art Walk, a recurring market that showcases local artists;
- Gilbert Historic Museum;
- 9-11 Memorial;
- Hale Centre Theatre;
- Higley Center for the Performing Arts; and
- Tuscany Theatre.

Public art. Gilbert has a concentration of murals in the Heritage District, as well as the SanTan Village and Agritopia neighborhoods. The city has a prominent water tower with a changing light display.

Gilbert's Heritage District Redevelopment Plans have highlighted placemaking and public art development. The city organizes ad hoc arts committees as needed for specific projects and hosts Gilbert Art Map, a website highlighting artists, public art inspirations and locations of artworks that can be found here: <https://storymaps.arcgis.com/stories/f334975102c444a999402dd8fb33d8c1>.

Performing arts. Gilbert's Hale Center Theatre has 530 seats and describes itself as the longest continuously running, privately owned and operated theatre company in the country. Its focus is on providing “fun and affordable entertainment.”¹⁴ In addition to events at the above-mentioned theatres, Gilbert holds an annual concert series.

¹¹ Gilbert, Arizona Population 2023. Retrieved from <https://worldpopulationreview.com/us-cities/gilbert-az-population>

¹² Ibid.

¹³ <https://www.discovergilbert.com/artsculture/>

¹⁴ Hale Center Theatre, About Us (2022), Retrieved from https://www.haletheatrearizona.com/Online/default.asp?doWork::WScontent::loadArticle=Load&BOParam::WScontent::loadArticle::article_id=F530BE11-07EC-4693-94D9-E7843019555A&menu_id=1B7C3441-68E4-49A1-934D-9AF4CDE443B4

Cary, North Carolina

Town of Cary is part of the Raleigh-Durham-Cary metropolitan area and about 12 miles away from Raleigh. Its profile includes the following:

- Population: 182,619¹⁵
- Land area: 58.7 square miles
- Average household income: \$131,841¹⁶

Downtown. Downtown Cary Park includes the following arts and culture offerings:

- Children’s play space that features a large splash pad and interactive sculptures;
- Large event lawn and pavilion for events and performances;
- The Page-Walker Hotel, which includes an event space and an art museum that features local artists;
- Cary Lazy Days, an annual festival highlighting food trucks and local vendors;
- Games court; and
- Gardens featuring native plants.

Public art. The Town of Cary has a collection of outdoor sculptures and regularly posts RFQs/Calls for Artists to contribute public art. Cary’s Public Art Master Plan, adopted in January 2013, emphasizes art and culture as marking civic and community identity, social gathering places and parks and greenways. The plan can be accessed here: <https://www.carync.gov/recreation-enjoyment/arts-culture/public-art-galleries/public-art/public-art-master-plan>.¹⁷

Children and teens play an active role in Cary’s arts and cultural offerings. The city has the following programs and amenities focused on children and teens:

- Teens Docent program features teen docents leading tours of downtown Cary;
- Youth Theatre is “for the kids, by the kids,” meaning that youth is involved in all aspects of theatre production; and,
- New Downtown Cary Park, which opens in 2023, uses art to shape children’s play spaces.



Town Hall, Town of Cary
Photo: Wikimedia Commons

¹⁵ “Cary, North Carolina Population 2022.” *World Population Review*. (2022) <https://worldpopulationreview.com/us-cities/cary-nc-population>

¹⁶ Ibid.

¹⁷ Public art is also discussed in The Cary 2040 Community Plan (2017), which can be accessed here: http://dig.abclocal.go.com/wtvd/docs/Cary_CPMD_FINAL_compressed2.pdf

Performing arts. The city's performing arts venues include the following:

The Cary Arts Center is a multi-use space with the following amenities and offerings:

- 431-seat theatre for events and performances;
- Visual, performing and ceramic arts classes;
- Gallery exhibitions;
- Room rentals for public meetings; and
- Theatre rentals for community theatre and dance recitals.

The Cary Theatre is a historical movie theatre for film and events. The building was once Cary's first indoor movie theatre. The Town of Cary purchased the 7,000 square foot property in 2011 and renovated it into a multi-use facility with a focus on digital arts, including film and youth and amateur theatre and music.

Koka Booth Amphitheater is a 7,000-seat amphitheater that is owned and operated by the Town of Cary that presents national touring shows and is the summer home to the NC Symphony Summerfest Series.

Other Cities of Note

The following section offers an overview of cities that stakeholders referenced during interviews. These cities feature aspects for Celina to draw inspiration from when developing arts and culture:

Denton, Texas. Several participants in the study mentioned that they travel to Denton to either perform, sell or patronize art and culture. Denton’s profile includes the following information:

- Population: 148,146;¹⁸
- Land area: 87.9 square miles; and
- Median household income: \$65,168.¹⁹



Downtown. Denton’s Downtown Square includes the following arts and cultural amenities:

- A Creative Art Studio, an art studio and shop;
- Armadillo Art Gallery;
- Campus Theatre, a facility for theatrical productions, concerts and film festivals;
- Denton County African American Museum;
- Denton County Courthouse-on-the-Square Museum;
- Painting with a Twist;
- Patterson-Appleton Arts Center, which features two art galleries, art studio, dance rehearsal hall and sculpture garden; and,
- The UNT CoLab, an events, exhibition and retail space.

Public art program. Denton established a Public Art Policy in 2007 and a Public Art Committee in 2013. The city’s most recent Public Art Master Plan was completed in 2016. Funding for public art includes the city’s operating budget, Hotel Occupancy Tax (HOT), revenues and through tax abatements to developers, fundraisers organized by the Public Art Committee and by individual contributors.²⁰ Denton focuses on supporting local artists and its artistic heritage. Its Public Art Policy has the goal of “[celebrating] Denton’s cultural heritage and diversity by encouraging collaboration between artists and community.”²¹

The City of Denton’s Public Art Master Plan was approved in 2016 and can be accessed here: <https://www.cityofdenton.com/DocumentCenter/View/1560/Resolution-2016-024-Public-Art-Master-Plan-PDF>

¹⁸ United States Census. Denton City, Texas. Accessed: <https://www.census.gov/quickfacts/fact/table/dentoncitytexas/LND110210>

¹⁹ Ibid.

²⁰ “Public Art Committee.” *City of Denton, Texas*. (2022) Retrieved from: <https://www.cityofdenton.com/506/Public-Art-Committee> .

²¹ Ibid.

Richmond, Texas. Several participants in the study mentioned Richmond as an example of a city with arts and cultural programming with appeal to a broad audience, including young professionals and families without children.

Richmond's profile includes the following information:

- Population: 11,612;²²
- Land area: 4.1 square miles; and
- Median household income: \$67,437.²³



Downtown. Historic Downtown Richmond hosts art festivals and family friendly arts and cultural activities.

Art in the Bend. Richmond hosts an art festival several times per year to feature local artists and musicians. Vendors register with the city to participate. The program runs a Facebook group to advertise the festival dates and participation process.

Motor Madness. Richmond has been hosting an event showcasing cars alongside local artists since 2016. The event includes artisan vendors, youth art projects, plein air painters, artists doing live demonstrations, vendor shopping, live music and sidewalk art.

Community events calendar. The City of Richmond Texas hosts a community events calendar that highlights arts and culture. It can be accessed here:

<https://www.richmondtx.gov/Home/Components/Calendar/Event/8012/313>

²² Richmond, Texas Population 2023, Retrieved from <https://worldpopulationreview.com/us-cities/richmond-tx-population>

²³ Ibid.

Appendix I. Art in Public Places Policy Analysis

This appendix surveys best practices for art in public places policies. In March 2020, the City of Celina (herein “City”) passed the Fine Arts Board and Public Art Program Ordinance. This ordinance granted the Fine Arts Board with power and duty to advise Celina City Council and staff in “any matter pertaining to art”¹ by “approving and assisting the execution of” the following:

- Public art locations;
- A public arts master plan;
- Selection juries and process;
- Commission and placement of artworks;
- Curation of performance art; and
- Maintenance and removal of artworks.

Given that the inaugural Fine Arts Board (name recommended to be changed to the “Arts and Culture Board” and herein referred to as such in this document) was formed at the same time Keen Independent was engaged to design a Fine Arts Master Plan, the City of Celina has an opportunity to draw on best practices while activating their Board and developing their policy regarding art in public places. The study team created recommendations for developing this policy and supporting the Fine Arts Board based on community feedback and review of similar policies throughout the country including:

- Austin, TX Art in Public Places Program Ordinance (2021);
- Cary, NC Public Art Advisory Board Work Plan/ Goals (2017);
- Denton, TX Public Art Policy (2013);
- Golden, CO Art in Public Places Handbook (2022); and
- McKinney, TX Arts Commission Ordinance (2013).

Our recommendations are as follows:

Use industry standard and inclusive language. The 2020 ordinance establishes the Fine Arts Board and Public Art Program. The ordinance also references a public art master plan, which the City engaged Keen Independent in 2022 to develop as a Fine Arts Master Plan. The terms “fine art” and “public art” are not synonymous and evoke different meanings and associations for community members. The study team found that “arts and culture” is more accessible and inclusive to the Celina community than “fine art.”

Keen Independent recommends renaming the Fine Arts Board to the “Arts and Culture Board” and the master plan to “Celina TX Arts and Culture Master Plan” to facilitate consistency, clarity and accessibility.

Consider optional re-appointment for Board terms. It takes time to realize public art and cultural projects such as an event series, public art solicited through requests for proposals or building a collection for the City. The Fine Arts Board and Public Art Program Policy ordinance states that the Board will consist of seven members that are appointed by City Council for a term of two years with three members initially appointed

¹ “Fine Arts Board and Public Art Program” (March 2020) p. 3.

for a term of one year.² Given that the ordinance grants the Board extensive duties, it is valuable to consider whether one-to-two-year terms are sufficient for fulfilling these responsibilities. Introducing staggered terms further allows for continuity and sustainability of Board activities. An optional re-appointment would give participants the opportunity to carry projects to completion.

Other cities list their Board terms as follows:

- The Public Art Advisory Board of Cary, NC are appointed for three-year terms with the nine members serving on subcommittees to address select projects and duties.
- Though different than a Board, the members of the Arts Commission of McKinney, TX serve two-year staggered terms.

Clarify the Board’s decision-making power. The 2020 ordinance states that the “Board governs the City’s public art program.” This language grants the Board significant duties without clarifying how members can influence policy or the drafting of ordinances that will facilitate such actions as commissioning public art and identifying locations for installing artwork and cultural amenities. A survey of best practices in other cities show the following:

- **Cary, NC** Public Art Advisory Board makes recommendations regarding potential projects and assists staff in drafting public art ordinances. This language clarifies that City Council makes all final decisions with the Board providing input and participating in the process of drafting ordinances.
- **Austin, TX** Art in Public Places Ordinance identifies an Art in Public Places Panel that makes recommendations to the Arts Commission for review before the recommendation goes to the City Manager or Council as appropriate. Here, the City Manager or Council make final decisions.
- **Denton, TX** Public Art Policy states that the City Council shall establish and appoint a Public Art Committee that serves in an advisory capacity to the City Council.
- **Golden, CO** Art in Public Places Handbook indicates that artwork requires approval by the Public Art Commission prior to installation.
- **McKinney, TX** Arts Commission Ordinance indicates that commissioners report to and “act solely in an advisory capacity” to City Council.³

We recommend passing a new ordinance that names the Arts and Culture Board as leading Celina’s development of public art and cultural projects with Board members making recommendations to City Council, who then make the final decisions. In instances where the Board introduces a project to City Council and receives approval, Board members can make decisions as to who to commission for approved projects.

² Ibid.

³ “Arts Commission Ordinance” (October 1, 2023) retrieved from https://library.municode.com/tx/mckinney/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIBOCOCO_DIV2ARCO_S2-199DURE

Form subcommittees for specific duties and projects. In order to facilitate the Board's efficacy and impact, the City should consider granting it the ability to form subcommittees. These subcommittees may feature a Board member as a chair and several members of the public to reflect relevant and diverse perspectives. Having an option to include a representative of the neighborhood in which the artwork is placed may help ensure that the artwork accurately reflects the culture of the community that it would be serving.

For instance, the nine members of the Public Art Advisory Board of Cary, NC also serve on subcommittees that focus on specific projects, such as neighborhood-specific public art, placemaking and cultural amenities related to a specific City department of service, such as the Fire department.

Introduce a clear and streamlined public art approval process. Once the City clarifies the decision-making abilities of the Arts and Culture Board, it is also necessary to create a public art approval process that is clear and streamlined. From Keen Independent's experience, cities that have operated a Public Art Board or Arts Commission for years often turn to consultants to simplify their approval process, which becomes increasingly complicated over time. Celina has an opportunity to adopt best practices in this regard.

Keen Independent recommends introducing a line of approval that goes as follows:

- Arts and Culture Board proposes a project to City Council and receives approval to proceed;
- The Board works with an appropriate entity with jurisdiction over the proposed location for the artwork or cultural amenity;
- The Board involves the community throughout the planning and selection process; and
- In instances involving permanent art, the Board submits the final design to City Council for approval.

Consider a community review process for select projects. Public art often inspires passionate reactions as residents adjust to their changing landscape. Cities are more likely to encounter criticism after unveiling a new public artwork if there is a lack of transparency in the selection process. Community involvement in the selection and review process can build consensus for the specific project, as well as enthusiasm for arts and culture in Celina more broadly. While it may appear that a community review process slows progress, budgeting time and resources to involve and inform the community often saves the City resources in the long term. A review process that involves the community to increase local buy-in and representation can include:

- Requesting that the applicant create and/or implement a community outreach plan;
- Notifying neighboring community or business associations that may be affected by the artwork;
- Notifying the public in the local newspaper, on the city website and the arts commission website regarding project milestones;
- Implementing a community survey; or
- Other methods of providing a means for community input.

The cities of Cary, Denton, Golden and Austin have some form of community review process within their public art policies.

For example:

- **Denton’s Public Art Policy (2013)** includes a section titled “Community Involvement” and states that City Council “seeks to ensure citizen involvement through the establishment of the Public Art Committee and the review and approval of each public art project.”⁴
- **Golden’s Art in Public Places Handbook (2022)** outlines a process for forming a public jury that involves residents and community members to evaluate public artwork and projects.⁵

Require only one application process for each piece. Similarly to the above recommendation that draws on a review of public art policy challenges, requiring only one application process for each artwork or cultural amenity avoids added complexity and often makes the application more accessible to diverse applicants.

Introduce language that addresses support for local artists. Cities across the country have been updating their public art policies to state an intent to support local artists. Celina’s residents have expressed concern that local artists, makers and creatives will suffer as the City develops. At the same time, the community expresses enthusiasm for supporting the work of local artists, performers, musicians and creatives. Adding language that states an intent to commission and engage local artists will direct the City’s efforts and clarify the Board’s focus.

- **Denton, TX** Public Art Policy (2013) states a goal of: “promote a community environment that attracts artists to live and work, businesses to invest and locate, and residents to thrive.”⁶
- **Austin, TX** In 2021, Austin updated their Art in Public Places Policy (AIPP) Ordinance to include the following language:

*It is the stated intent of the AIPP Ordinance to commission local artists to increase the affordability of artists to live in Austin and support the growth of their public art careers, with an emphasis on equity. By commissioning artists capable of creating works of art in public places, the AIPP Program shall strive to stimulate the vitality and economy of the City and enhance Austin’s standing as a leader in the arts.*⁷

⁴ “Resolution no. R2013-021” (2013) retrieved from <https://www.cityofdenton.com/DocumentCenter/View/1564/Resolution-2013-021-Public-Art-Policy-PDF>

⁵ “Art in Public Places Handbook 2019 (Updated and revised 2022)” retrieved from <https://www.cityofgolden.net/media/ArtPublicPlacesHandbook.pdf>

⁶ “Resolution no. R2013-021” (2013) retrieved from <https://www.cityofdenton.com/DocumentCenter/View/1564/Resolution-2013-021-Public-Art-Policy-PDF>

⁷ “Art in Public Places Program Ordinance Guidelines” (March 15, 2021), p. 1, Retrieved from https://www.austintexas.gov/sites/default/files/files/EDD/AIPPOrdGuidelines_Rev2021.pdf.

Appendix J. Review of Funding Sources

Keen Independent reviewed the City of Celina’s existing funding structure for public art as outlined by the Fine Arts Board and Public Art Program Ordinance. This appendix includes recommendations based on this review, an analysis of nation-wide public art policies and community feedback gathered through the master planning process.

Existing Funding Sources

Approved in March 2020, the Fine Arts Board and Public Art Program Ordinance includes section 1.04.147, titled “Public art projects funding.”¹ This section states that public art projects and programs will be funded through the following methods:

- **Percent for art.** The City has designated up to one and a half (1.5%) percent of the Capital Improvement Project (CIP) funding for the acquisition of public art. This funding can be derived from Celina’s Capital Project Fund and may used for the following purposes:
 - Artist fees and artist travel and expenses related to City’s purchase of an art asset;
 - Artwork fabrication, storage and installation per contract;
 - Acquisition of existing works of art;
 - Required permits and insurance during fabrication and installation of artwork per contract;
 - Documentation and interpretive plaques; and
 - Project consultants and contracted services.
- **Grants or donations.** The City may receive grants or donations for commissioning permanent and temporary public art.
- **Other sources.** The City acknowledges the possibility of other sources of funding.
- **Annual budget rollover.** The ordinance states that the Fine Arts Board will have an annual budget for the Public Art Program and that any funds not expended at the conclusion of the fiscal year will roll over to the next fiscal year.

Recommendation

While the ordinance discusses several types of public art, including a performance program, the section on public art projects funding seems to exclusively pertain to visual art, such as murals, sculptures and placemaking.

Keen Independent recommends changing the language of the ordinance to be more inclusive of a public art program that may encompass performance and cultural amenities, such as a community center that offers art and music classes or a community theatre.

¹ Celina Fine Arts Board and Public Art Program Ordinance (March 2020) p. 5.

Recommendations for Additional Funding

The City had already identified its Economic Development Corporation (CDC) as a possible source of arts and culture funding. In addition to the CDC, Keen Independent proposes the following recommendations for additional sources of funding for public arts and cultural amenities.

Amend the Hotel Occupancy Tax to designate a percentage for arts and culture. The City has an opportunity to consider arts and cultural funding when developing its hotel occupancy tax. Dedicating a portion of a room tax to arts and culture is a widespread and successful practice. This type of tax can be amended and distributed in different ways.²

Consider the following when designating a percentage of a hotel occupancy tax to art and culture:

- The tax is not gathered from a City's taxpayers and voters, which makes it attractive to residents;
- The income stream from this tax varies year to year;
- When managed properly, this tax provides meaningful support to local arts and culture; and
- Obtaining a portion of a local hotel tax requires a strong argument that the arts contribute to local tourism.

Given that a successful designation of this tax requires proof that local arts and culture drive tourism, Keen Independent recommends developing arts and culture in a way that supports local artists, performers, makers and creatives while also attracting tourists. This can include becoming the destination for a weekend Wheat Festival that features art, music, performance and the culinary arts.

Develop a community foundation that includes arts and culture fundraising. The ordinance states that the Board has the power and duty to "identify collaborations and sources of funding,"³ yet the Board members cannot fundraise or accept money themselves. A community foundation with a focus on arts and cultural fundraising would offer the City an additional source of funding.

- **Definition.** A community foundation is a public charity that focuses on supporting a geographical area, primarily by facilitating and pooling donations used to address community need and support local nonprofits.⁴ Common areas of support include education and human services, as well as arts and culture.
- **Grantmaking programs.** Community foundation grantmaking programs include donor-advised funds, endowments, scholarships, field-of-interest funds, giving circles and others. Individuals, families, businesses and government grants can fund a community foundation.

² Randy Cohen, "Hotel-Motel Taxes for the Arts" in *Americans for the Arts* (1995) retrieved from <https://www.americansforthearts.org/by-program/reports-and-data/legislation-policy/naappd/hotel-motel-taxes-for-the-arts>

³ Celina Fine Arts Board and Public Art Program Ordinance (March 2020) p. 5.

⁴ "What is a community foundation?" (2023) Retrieved from <https://www.fidelitycharitable.org/guidance/philanthropy/community-foundations.html>

- **Types of funds.** Grantmaking programs are supported by donations designated for immediate distribution and income from the foundation's endowed funds. About five percent of the community foundation's endowments are disbursed to fulfill the fund's purpose.⁵ These include:
 - **Designated funds** are used to support one or more specific charities;
 - **Field of interest funds** are used for particular issues, such as arts and culture;
 - **Scholarship funds** are used to support students' education; and
 - **Unrestricted funds** are used to meet a community's unexpected needs.
- **Process.** Starting a foundation includes the following steps:⁶
 - **Preformation planning:** Identify foundation goals and how it will be managed;
 - **Formation:** Choose the form of the foundation according to state law; and
 - **IRS Recognition:** submit IRS FORM 1023, "Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code".⁷
- **Management.** There are about 700 community foundations operating in the United States today. Some of these foundations are operated by professional staff, a board of directors or a group of volunteers.⁸

Keen Independent recommends that the City forms a community foundation with a field of interest in arts and culture as well as other relevant categories pertaining to Celina's success. It is recommended that the board or subcommittee managing the community foundation's arts and culture fund includes at least one City Council member and one to two members of the Arts and Culture Board, along with other appropriate community representatives.

Form an Arts Commission only when the City is ready. Keen Independent recommends that the City forms a non-profit arts commission only when this organization would have the following:

- A clear and well-defined mission that is distinctive from the Arts and Culture Board;
- Ability to access and allocate funding from a variety of sources;
- Representation of the full diversity of Celina's residents; and
- Potential to serve as a central hub for arts and culture.

This future Arts Commission would likely take the place of the community foundation in being a major non-profit supporter of local arts and culture.

⁵ Ibid.

⁶ For more information on the process of starting a foundation, see: <https://cof.org/content/starting-foundation>

⁷ For more information on this step in the process, please see: <https://www.irs.gov/charities-non-profits/types-of-tax-exempt-organizations>

⁸ Ibid.

Recommend grants to Celina-area creatives. Non-profit organizations and individual Celina-area artists, performers, makers and creatives can take advantage of the following foundations offering grants for arts and cultural projects:

- Texas Commission on the Arts;
- Moody Foundation;
- National Endowment for the Arts (NEA);
- Andrew W. Mellon Foundation; and
- Other granting foundations.

Encourage Celina-area arts and cultural organizations to utilize corporate matching programs. There are many employers that offer a matching gift program for their employees. In these types of programs, for every dollar an employee donates to a nonprofit organization, the employer would match a portion of those dollars to multiply the value of the employee's donation. Most often, these matching donations are 1:1, or one dollar donated by the company for every dollar the employee donates. These programs may also have minimum donation requirements and they may only match up to a certain amount.

The following corporations match charitable donations to Celina-area non-profits:

- AT&T;
- Bank of America;
- ExxonMobil Foundation;
- The Coca-Cola Foundation;
- The Texas Instruments Foundation;
- Walmart Foundation;
- The Boeing Company; and
- Others.