



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 11, 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. Presentation of a Proclamation to the City of Celina Parks and Recreation Department declaring July as, "National Parks and Recreation Month." (Tubbs)
- B. Recognition of Celina Parks & Recreation Winners of Coaches and Parent of the Year for the Spring 2023 Youth Sports Season. (Tubbs)
- C. Recognition of the City of Celina Parks and Recreation Department for receiving the Field of Excellence Award. (Webb)
- D. Recognition of the City of Celina Marketing Department for awards won at the Texas Association of Municipal Information Officers (TAMIO) Conference. (Monaco)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees, recognitions, promotions. (Berry, Cullison, Metdker, Monaco)
- B. Discussion regarding Texas Film Friendly Ordinance. (McAfee)
- C. Presentation of the 2022 Tree City USA & Growth Award. (Mohan)
- D. Discussion regarding Downtown Code updates. (McAfee)
- E. EDC July Local Business Report - Injectology by Bliss Beauty Bar. (Alvarez)

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 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:

- A. Discussion regarding City-owned property at 11901 and 11905 County Road 58, including deed to City and leases.
- B. Discussion regarding administration of utility billing.

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

- C. Discussion regarding potential hotel with conference space located west of Dallas Parkway and north of Frontier Parkway, and agreement economic development incentives.
- D. Discussion regarding amendment to Development Agreement with Shades of Green.
- E. Discussion regarding amendment to Development Agreement with Prestige Pools.
- F. Discussion regarding amendment to Development Agreement with Uptown Celina Partners, L.P.
- G. Discussion regarding amendments to Development Agreements, TIRZ documents, and non-standard service agreements with Huffines.
- H. Discussion regarding potential incentive agreement with new downtown office building in the Entertainment District.
- I. Discussion regarding potential agreement for a modular office at 222 W. Walnut Street.
- J. Discussion regarding Project Motor.

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

- K. Discussion regarding potential Development Agreement for properties located off Doe Branch.

Reconvene Into Open Session

- L. Consider and act upon any items discussed in executive session.
- M. Consider and act upon a Non-Standard Water Service Agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1
- N. Consider and act upon a Non-Standard Wastewater Service Agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1.
- O. Consider and act upon an amendment to the Development Agreement for Serenade (Huffines Bray); generally located at the southeast corner of future Coit Road and future Marilee Road (CR 107), within the City Limits.
- P. Consider and act upon an amendment to the Development Agreement for LaUna (Huffines Carter); generally located at the northwest corner of future Peterman Parkway and future Carl Darnall Parkway (CR 135), within the Extraterritorial Jurisdiction. (ETJ).

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. Minutes Approval:

- 1. City Council - Regular Meeting - May 9, 2023, 5:00 PM
- 2. City Council - Regular Meeting - June 13, 2023, 5:00 PM

- B. Consider and act upon a City of Celina Downtown Water Tower Lighting Policy. (Monaco)
- C. Consider and act upon a First Amendment to the Economic Development Incentive Agreement by and between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC. (Satarino)
- D. Consider and act upon a Performance Agreement by and between the Celina Economic Development Corporation and Swirls Bakery, LLC, and terminating prior agreement. (Swirls Bakery Performance Agreement) (Jackson)

- E. Consider and act to authorize the use of contingency funds for 2023 Annual Street Maintenance and authorize Change Order 1 in an amount not to exceed \$238,665.45. (Berry)
- F. Consider and act to award bid 2023-049 for dark fiber lease at the unit prices listed to Gigabit Fiber in an amount not to exceed \$97,000.00. (Quigley)
- G. Consider and act to authorize an agreement for engineering services with Kimley Horn and associates for the design of asphalt roadway improvements (CR 90 (CR 92 to CR 98); CR 97 (Lynn Stanbaugh Pkwy to CR 134); and CR 100 (Preston to CR 97) in an amount not to exceed \$205,700.00. (Quigley)
- H. Consider and act to authorize an agreement for engineering services with Brown and Gay Engineers, Inc. (BGE) for the design of Legacy Drive 24" to 30" water line in an amount not to exceed \$469,280.00. (Quigley)
- I. Consider and act to authorize an agreement for engineering services with Cobb Fendley for the design of the downtown sewer upgrade in an amount not to exceed \$1,016,875.00. (Quigley)
- J. Consider and act to authorize the purchase of IT managed services with Sequel Data Systems, Inc, at the unit prices listed in an amount not to exceed \$54,600.00. (Quigley)
- K. Consider and act upon the purchase of third-party inspection services from Atlas Municipal Services, LLC. and Bureau Veritas at the unit prices listed, in an amount not to exceed \$82,000.00. (Quigley)
- L. Consider and act on a Resolution of the City of Celina, Texas, calling a public hearing of the Board of Directors of Tax Increment Reinvestment Zone Number Two on August 8, 2023, at 4:50 p.m. and a public hearing of the City Council on August 8, 2023, at 5:00 p.m. to receive public testimony on a proposed Amended and Restated Project and Financing Plan; providing a severability clause; and providing an effective date. (Behringer)
- M. Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Fifteen, City of Celina, Texas; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date. (Final Project and Financing Plan - Serenade) (Behringer)
- N. Consider and act upon a Tax Increment Reinvestment Zone Agreement by and between the City of Celina, the Board of Directors for Tax Increment Reinvestment Zone Number Fifteen, and HC Celina 414, LLC. (TIRZ Agreement - Serenade) (Behringer)

- O. Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Sixteen, City of Celina, Texas; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date. (Final Project and Financing Plan - LaUna Ranch) (Behringer)
- P. Consider and act upon a Tax Increment Reinvestment Zone Agreement by and between the City of Celina, the Board of Directors for Tax Increment Reinvestment Zone Number Sixteen, and Huffines Ranch, LLC. (TIRZ Agreement - LaUna) (Behringer)
- Q. Consider and act upon a Resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)
- R. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Neighborhood Improvement Area #6 Improvements to be financed within Neighborhood Improvement Area #6 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #6 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #6 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on August 8, 2023, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #6 of the Wells South Public Improvement District. (Wells South IA #6 – Pre-SAP Resolution) (Pollard)
- S. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Authorized Improvements to be financed within the Parvin Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including a 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 August 8, 2023, to consider an Ordinance levying assessments on property located within the Parvin Public Improvement District. (Celina Parvin 101 – Pre-SAP Resolution) (Pollard)
- T. 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)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HFI Celina Realty, LLC, for approximately 641 acres; generally located west and east of Custer Road and north of County Road 130, within the City Limits. (O'Donnell (HFI & Rainwater Crossing) – Development Agreement) (McAfee)
- B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a Communication Antenna Tower on approximately 2 acres; generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, within the City Limits. (Anthemnet - Frontier Lift Station Cell Tower – Specific Use Permit) (McAfee)
- C. 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) (Mohan) - ITEM TO BE TABLED
- D. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 110 acres; generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Sutton Fields East – C-3 Expedited Annexation) (Mohan)
- E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 110 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) base zoning; generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Sutton Fields East - PD Zoning) (Mohan)
- F. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 19 acres of Planned Development (PD) No. 142 with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located north of the Collin County Outer Loop and approximately 1,300 feet east of future Coit Road, within the City Limits. (Rayburn Electric Cooperative Tap Substation Addition (Ten Mile Creek) – PD Amendment) (McAfee)

- G. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 18 acres to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located at the northeast corner of future Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract – PD Zoning) (McAfee)
- H. Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Chalk Hill Public Improvement District No. 2 Service and Assessment Plan, including the Phases #2-3 Direct Improvements Assessment Roll; making a finding of special benefit to property within Phases #2-3 of the Chalk Hill Public Improvement District No. 2; 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. (Chalk Hill PID No. 2 – Levy Ordinance) (Pollard)

IX. ACTION ITEM:

- A. 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 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project) and approving and authorizing related agreements. (Chalk Hill PID No. 2 – Bond Ordinance) (Pollard)
- B. Consider and act to authorize an agreement for engineering services with Freese and Nichols for the design of Southeast Pump Station and pipeline in an amount not to exceed \$4,540,100.00. (Glasgow)
- C. Consider and act to authorize an agreement for engineering services with Kimley Horn and associates for the design of a Southeast ground storage tank in an amount not to exceed \$642,200.00. (Glasgow)
- D. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, adopting the Wilson Creek Park Master Plan; and providing an effective date. (Webb)

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, July 6, 2023 at 5:00 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



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 9, 2023
5:00 PM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Pro Tem Pierce called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, May 9, 2023, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Sean Terry	City of Celina	Mayor	Absent	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation by Methodist Celina Medical Center

Dustin Anthamatten, with Methodist Health System, presented the City Council with the shovels from the Methodist Hospital of Celina's groundbreaking.

B. Presentation of a proclamation to the Development Services Department declaring May 2023 as, "Building Safety Month." (Terry)

Mayor Pro Tem Pierce presented a proclamation to the Development Services Department declaring May 2023 as, "Building Safety Month."

C. Presentation of a proclamation to the Police Department declaring May 14-20, 2023 as, "National Police Week." (Terry)

Mayor Pro Tem Pierce presented a proclamation to the Police Department declaring May 9-20, 2023 as, "National Police Week."

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

- D. Presentation of a proclamation to the Public Works Department declaring May 21-27, 2023 as, "National Puiblic Works Week." (Terry)

Mayor Pro Tem Pierce presented a proclamation to the Public Works Department declaring May 21-27, 2023 as, "Public Works Week."

- E. Presentation of a proclamation to members of the Prosper ISD Bass Fishing Team (Terry)

Deputy Mayor Pro Tem Wigginton presented a proclamation to members of the Prosper ISD Bass Fishing Team recognizing the teams success.

- F. EDC May Local Business Report - Allergy & Asthma of Prosper & Celina (Alvarez)
Lalina Alvarez, Economic Development Corporation Project Coordinator, introduced Dr. Fowler with Allergy & Asthma of Prosper & Celina.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees, recognitions, promotions. (Figueroa, McAfee)

- B. Presentation and discussion of the Arts & Culture Master Plan. (Satarino)

Anthony Satarino, Director of Strategic Services, introduced Alex Keen, with Keen Independent Research. Mr. Keen reviewed the progress of the Arts Master Plan.

- C. Film Friendly Update. (Thomas)

Melissa Thomas, Economic Development Corporation Marketing Manager, gave an overview of the City's Film Friendly Certified Community designation.

- D. City of Celina/Run Celina 5K Partnership. (Monaco)

Joe Monaco, Director of Marketing and Communications, led discussion regarding potential partnership with Run Celina for 5k runs in the City.

- E. Quarterly Updates: (for informational purposes only)

Development Services Quarterly Report (McAfee)

Finance Department Budget Quarterly Report. (Galizia)

Fire Department Quarterly Report. (Metdker)

Human Resources Quarterly Report. (Peters)

Organizational Development Quarterly Report. (Hunn)

Police Department Quarterly Report. (Cullison)

Public Services Quarterly Report. (Brawner)

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

V. **OPEN FORUM:**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.)

The Celina City Council convened into Executive Session at 5:55 p.m.

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

- A. Discussion regarding possible Agreement for Cell Tower Lease at the Frontier Lift Station site and Wilson Creek Park.
- B. Discussion regarding Ken Wood right-of-way for Ownsby Parkway and possible Development Agreement.
- C. Discussion regarding future parkland purchase located South Glendenning Parkway and east of Old Celina Cemetery.

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

- D. Discussion regarding amendments to the below Huffines Agreements:
 - 1. Serenade Development Agreement Amendment #1
 - 2. LaUna Ranch Development Agreement Amendment #1
 - 3. Mesquoakee Ranch Wholesale Water Agreement
 - 4. Mesquoakee Ranch Sanitary Sewer Wholesale Agreement
- E. Discussion regarding amendment to the Silos Development Agreement.
- F. Discussion regarding amendment to the Burger Fixins Development Agreement.
- G. Discussion regarding amendment to the Doe Branch Office Development Agreement.
- H. Discussion regarding possible Development Agreement with Mudea's Café.
- I. Discussion regarding Ken Wood right-of-way for Ownsby Parkway and possible Development Agreement.
- J. Discussion regarding potential incentive agreement with new downtown office building in the Entertainment District.
- K. Discussion regarding possible Public Facilities Corporation Agreement with JPI.
- L. Discussion regarding possible impact fee reduction on potential Daycare located Light Farms Way and Dallas North Parkway.

Texas Government Code Section 551.071 Consultation with Attorney:

- M. Discussion regarding possible legal action on the Hillside Village water and sewer easement.

Reconvene Into Open Session

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

- N. Consider and act upon any items discussed in Executive Session.
- O. Consider and act upon 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 real property located South Glendenning Parkway and East of Old Celina Cemetery; and providing for an effective date.

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2023-35R. The motion carried.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Mindy Koehne, Place 5
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VII. CONSENT AGENDA:

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve all items on the Consent Agenda. The motion carried.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Wendie Wigginton, Place 4
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - April 11, 2023, 5:00 PM
- B. Review and acceptance of the Quarterly Investment Report for the period ended March 31, 2023. (Bromiley)
 - C. Consider and act to reinstate Michelle Baggett to the Downtown Commission. (Vaughns)
 - D. Consider and act to purchase equipment and services for the Downtown Wi-Fi project through various cooperative contracts and vendors in an amount not to exceed \$300,867.07. (Berry)
 - E. Consider and act to authorize Work Order 02 for engineering services for the design of a dark fiber service to various City locations with Capco Communications, Inc., in an amount not to exceed \$95,140.50. (Berry)
 - F. Consider and act to purchase dark fiber services for data back up through a cooperative contract with Astound Business Solutions, DBA/Grande Communications in an amount not to exceed \$28,800.00. (Berry)

- G. Consider and act to purchase a Trailer Mounted Pump through a cooperative contract with Xylem Water Solutions USA, Inc. in an amount not to exceed \$65,882.33. (Berry)
- H. Consider and act to authorize a purchase of miscellaneous equipment for the new engine at Fire Station 3 from various vendors through cooperative contracts with in an amount not to exceed \$188,821.36. (Quigley)
- I. Consider and act to authorize a purchase of bullet resistant shields from Municipal Emergency Services (MES) through a cooperative contract with NPPGOV in an amount not to exceed \$76,000.00. (Quigley)
- J. Consider and act to award bid 2023-039 for the Downtown Sign Project at the unit prices listed to AT Construction in the amount of \$354,394.24 plus ten percent contingency in the amount of \$35,439.42 for a total amount not to exceed \$389,833.66. (Berry)
- K. Consider and act to authorize a purchase of chairs from JKC Designs through cooperative contracts in an amount not to exceed \$67,499.80. (Quigley)
- L. Consider and act to authorize an agreement for engineering services for the design of Public Works Improvements, Phase 2 (parking lot) in an amount not to exceed \$139,390.00. (Berry)
- M. Consider and act to authorize the use of contingency funds for Celina Road Pump Station Change Order 1 in an amount not to exceed \$107,398.00. (Berry)
- N. Consider and act to award bid 2023-042 for Preston Road Lighting, Phase 3 at the unit prices listed to Roadway Solutions, Inc., in the amount \$1,626,475.00 plus ten percent retainage in the amount of \$162,647.50 for a total amount not to exceed \$1,789,122.50. (Berry)
- O. Consider and act to authorize the City Manager to approve payment of the City's contribution (55%) estimated to be \$4,527,642.26 (including a 10% contingency) and sign an Escrow Account Agreement for the construction of Coit Road West and CR 83. (Glasgow)
- P. Consider and act to authorize Amendment 3 with Peloton Land Solutions for Ownsby Parkway Improvements (Preston to Coit) in an amount not to exceed \$99,300.00. (Berry)
- Q. Consider and act to authorize an agreement for engineering services for the design of a right-turn-lane from Punk Carter to Preston Road in an amount not to exceed \$63,150.00. (Quigley)
- R. Consider and act to authorize a work authorization for engineering services for the design of the Rasor Water Reclamation Facility (0.95 MGD) in an amount not to exceed \$2,036,242.00 and rescind authorization for the balance of PO 23-00004347 for the 0.25 MGD design. (Berry)

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

- S. Consider and act upon a Resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Three project expenditures; providing a severable clause; and providing an effective date. (Stovall)
- T. Consider and act on a Resolution to allow the City Manager to execute agreements with property owners along the Inner Loop construction project for driveway replacement and to allow the City's contractor to provide services at the cost of the property owner. (Glasgow)
- U. Consider and act upon a Resolution of the City of Celina, Texas, reaffirming its consent with conditions to the creation of the Celina Municipal Management District 3. (Celina MMD 3 (Sorrells Tract)) (Mohan)
- V. Consider and act on an Ordinance providing for the limited purpose annexation of that certain commercial and retail land along W. Frontier Parkway, within Collin County Municipal Utility District No. 1, and within the extraterritorial jurisdiction of the City with such annexation to commence immediately upon adoption of the Ordinance as authorized in that certain Strategic Partnership Agreement between the City and the District, effective April 11, 2023, adopted pursuant to Section 43.0751(f)(1) of the Texas Local Government Code; providing that said property be included within the boundaries of the City for the limited purpose of collecting and administering sales and use taxes and providing for other matters. (Light Farms LPA - Ordinance) (McAfee)
- W. Consider and act upon an Ordinance of the City of Celina, Texas, authorizing the future release of wastewater easement situated on a 0.045-acre tract in the Collin County Land Survey Abstract number 779 as part of Cross Creek Meadows Phase 1 subdivision. (Glasgow)
- X. Consider and act upon an Ordinance of the City of Celina, Texas, authorizing the future release of water and wastewater easement situated on a 0.0826-acre tract in the Collin County Land Survey Abstract number 734 as part of Punk Carter Parkway extension. (Glasgow)
- Y. Consider and act upon an Ordinance of the City of Celina, Texas, authorizing the future release of a water easement situated on a 0.0551-acre tract in the Collin County Land Survey Abstract number 734 as part of Punk Carter Parkway extension. (Glasgow)
- Z. 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)

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 256 acres, generally located south of the Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road), within the Extraterritorial Jurisdiction (ETJ). (Ten Mile Creek (Belknap Tract) – C-3 Expedited Annexation) (McAfee)

Mayor Pro Tem Pierce opened the public hearing at 7:22 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:22 p.m.

Upon a motion by Councilmember Koehne and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-39. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mindy Koehne, Place 5
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 256 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), Multi-Family, Urban Living District (MF-3), Collin County Outer Loop District (CCOLO), and Commercial, Retail, & Office District (C) base zoning, generally located south of the Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road). (Ten Mile Creek (Belknap Tract) PD – Zoning) (McAfee)

Mayor Pro Tem Pierce opened the public hearing at 7:23 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:23 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-40. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

- C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 114 acres to Community Facilities (CF) zoning district, generally located at the southwest corner of Smiley Road and future Carey Road, within the City Limits. (Earthman Park - Rezoning) (Mohan)

Mayor Pro Tem Pierce opened the public hearing at 7:24 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:24 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-41. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 4 acres to Community Facilities (CF) zoning district, generally located approximately 500 feet west of Oklahoma Drive and approximately 2,100 feet south of Ash Street, within the City Limits. (Sunset Lift Station - Rezoning) (Mohan)

Mayor Pro Tem Pierce opened the public hearing at 7:26 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:26 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-42. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a Child Care Center use on approximately 2 acres, generally located east of Preston Road and approximately 1,400 feet north of Glendenning Parkway, within the City Limits. (N4 Montessori Academy of Celina – SUP) (McAfee)

Mayor Pro Tem Pierce opened the public hearing at 7:38 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:38 p.m.

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to deny request. The motion carried.

RESULT: **DEFEATED [0 TO 6]**
MOVER: Andy Hopkins, Place 3
SECONDER: Wendie Wigginton, Place 4
NAYS: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- 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 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)

Mayor Pro Tem Pierce opened the public hearing at 7:40 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:40 p.m.

The item was tabled.

RESULT: **TABLED [UNANIMOUS]** **Next: 6/13/2023 5:00 PM**
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- 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 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)

Mayor Pro Tem Pierce opened the public hearing at 7:41 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 7:41 p.m.

The item was tabled.

RESULT:	TABLED [UNANIMOUS]	Next: 6/13/2023 5:00 PM
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne	

IX. ACTION ITEM:

- A. Consider and act upon a Resolution approving and authorizing the Mayor Pro Tem to execute a “First Supplement to Amended and Restated Indenture of Trust” in connection with the refunding of certain currently outstanding obligations related to the Creeks of Legacy Public Improvement District and resolving other related matters. (Creeks of Legacy IA #1 – Amended Indenture Resolution) (Stovall)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2023-39R. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- B. Consider and act upon a Resolution approving and authorizing the Mayor Pro Tem to execute a “First Supplement to Indenture of Trust” in connection with the refunding of certain currently outstanding obligations related to the Creeks of Legacy Public Improvement District and resolving other related matters. (Creeks of Legacy MIA – Amendment Indenture Resolution) (Stovall)

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2023-40R. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- C. 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 Refunding Bonds, Series 2023 (Creeks of Legacy Public Improvement District Phase #1 Project); calling for redemption certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and providing an effective date. (Creeks of Legacy IA #1 – Bond Ordinance) (Stovall)

Upon a motion by Councilmember Wigginton and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-43. The motion carried.

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Tony Griggs, Place 6
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- D. 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 Refunding Bonds, Series 2023 (Creeks of Legacy Public Improvement District Phases #2-3 Major Improvement Project); calling for redemption certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and providing an effective date. (Creeks of Legacy MIA #1 – Bond Ordinance) (Stovall)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-44. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Mindy Koehne, Place 5
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- E. Consider and act to provide direction to staff regarding Celina Economic Development Corporation Board of Directors ability to maintain quorum and take action on whether to remove, holdover, or complete term of Kyle Rose due to change in residency. (Jackson)

Upon a motion by Councilmember Ferguson and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to holdover Kyle Rose through the September Board meeting. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Philip Ferguson, Place 1
SECONDER: Wendie Wigginton, Place 4
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- F. Consider and act to award bid 2023-045 for the 2023 Annual Street Maintenance project at the unit prices listed to Pavecon Public Works in an amount of \$1,277,494.28 plus ten percent contingency in the amount of \$127,749.42 for a total amount not to exceed \$1,405,243.70. (Figueroa)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to award bid to Pavecon Public Works. The motion carried.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Wendie Wigginton, Place 4
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- G. Consider and act to award bid 2023-023 for the Phase 1 of the Fiber Installation project to R-Tel Construction for in the amount of \$1,208,920.89 plus ten percent contingency in the amount of \$120,892.09 for a total amount not to exceed \$1,329,812.98. (Berry)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to award bid to R-Tel Construction. The motion carried.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Andy Hopkins, Place 3
SECONDER: Mindy Koehne, Place 5
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

X. ADJOURNMENT:

Mayor Pro Tem Pierce adjourned the Regular Meeting of the Celina City Council at 8:06 p.m. on Tuesday, May 9, 2023.

 Ryan Tubbs, Mayor

 Lauren Vaughns, City Secretary

 Date Minutes Approved

Minutes Acceptance: Minutes of May 9, 2023 5:00 PM (Minutes Approval)



Life Connected.

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

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, June 13, 2023, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Ryan Tubbs	City of Celina	Mayor	Present	
Andy Hopkins	City of Celina	Place 3	Absent	
Mindy Koehne	City of Celina	Place 5	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)

Lalaina Alvarez, Project Coordinator with the Economic Development Corporation, introduced Dr. Neha Khanoklar with The Dental Grove.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of New Employees, Recognitions, Promotions (Jackson, Peters).

B. 2023 Boards and Commissions Overview. (Satarino)

Anthony Satarino, Director of Strategic Services, provided an overview of the 2023 Board and Commission timeline.

Minutes Acceptance: Minutes of Jun 13, 2023 5:00 PM (Minutes Approval)

- C. Discussion regarding guidelines for partnership for future organized runs/races. (Monaco)

Bree Shamsy, Special Events Manager, led discussion regarding guidelines for partnership for future organized runs/races.

- D. Discussion regarding FM 455 Alignment Study. (Brawner)

Kim Brawner, Assistant City Manager, provided an overview of TxDOT Alignment Study for FM 455.

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

Cody Webb, Director of Parks, introduced Elizabeth McIlrath, Principal with Dunaway. Ms. McIlrath provided an overview on the development of Wilson Creek Park.

- F. Discussion regarding potential Interlocal Agreement with the City of Gunter for interim EMS services. (Metdker)

City Attorney Fort recused herself from dais

Mark Metdker, Fire Chief, led discussion regarding a potential ILA with the City of Gunter for interim EMS services.

City Attorney Fort returned to her place at the dais

V. OPEN FORUM:

Brenda Welch spoke regarding her business and the oak tree on her property.

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.)

The Celina City Council convened into Executive Session at 5:54 p.m.

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.

The Celina City Council reconvened into Open Session at 8:02 p.m.

- N. Consider and act upon any items discussed in executive session.

No action was taken.

VII. CONSENT AGENDA:

Mayor Tubbs removed Consent Agenda item "B" for individual consideration.

Upon a motion by Councilmember Wigginton and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to approve all remaining items on the Consent Agenda. The motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT:	Hopkins

- 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)

- 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)

ITEMS REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

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

RESULT:	TABLED	Next: 7/11/2023 5:00 PM
MOVER:	Wendie Wigginton, Place 4	
SECONDER:	Mindy Koehne, Place 5	
AYES:	Griggs, Ferguson, Wigginton, Koehne	
NAYS:	Pierce	
ABSENT:	Hopkins	

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)

Mayor Tubbs opened the public hearing at 8:09 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:09 p.m.

Upon a motion by Councilmember Griggs and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-47. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tony Griggs, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT:	Hopkins

- 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)

Mayor Tubbs opened the public hearing at 8:14 p.m.

Matt Robinson spoke in favor of the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:14 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Griggs, the Council voted four (4) for and one (1) opposed, with Councilmember Wigginton voting in opposition, to approve Ordinance No. 2023-48. The motion carried.

RESULT: **APPROVED [4 TO 1]**
MOVER: Philip Ferguson, Place 1
SECONDER: Tony Griggs, Place 6
AYES: Griggs, Ferguson, Pierce, Koehne
NAYS: Wigginton
ABSENT: Hopkins

- 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)

Mayor Tubbs opened the public hearing at 8:15 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:15 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Griggs, the Council voted four (4) for and one (1) opposed, with Councilmember Wigginton voting in opposition, to approve Ordinance No. 2023-49. The motion carried.

RESULT: **APPROVED [4 TO 1]**
MOVER: Philip Ferguson, Place 1
SECONDER: Tony Griggs, Place 6
AYES: Griggs, Ferguson, Pierce, Koehne
NAYS: Wigginton
ABSENT: Hopkins

- 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

RESULT:	TABLED [UNANIMOUS]	Next: 7/11/2023 5:00 PM
MOVER:	Jay Pierce, Place 2	
SECONDER:	Wendie Wigginton, Place 4	
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne	
ABSENT:	Hopkins	

- 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)

Mayor Tubbs opened the public hearing at 8:22 p.m.

Tom Bates spoke in favor of the item.

Rob Daake spoke in favor of the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:25 p.m.

Upon a motion by Councilmember Ferguson and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve the Development Agreement. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Philip Ferguson, Place 1
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT:	Hopkins

- 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)

Mayor Tubbs opened the public hearing at 8:30 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:30 p.m.

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-50. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT:	Hopkins

- 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)

Mayor Tubbs opened the public hearing at 8:31 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:31 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-51. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT:	Hopkins

- 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)

Mayor Tubbs opened the public hearing at 8:33 p.m.

Misty Ventura spoke in favor of the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:34 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted four (4) for and one (1) opposed, with Councilmember Griggs voting in opposition, to approve Ordinance No. 2023-52. The motion carried.

RESULT: **APPROVED [4 TO 1]**
MOVER: Jay Pierce, Place 2
SECONDER: Philip Ferguson, Place 1
AYES: Ferguson, Pierce, Wigginton, Koehne
NAYS: Griggs
ABSENT: Hopkins

- 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)

Mayor Tubbs opened the public hearing at 8:36 p.m.

Misty Ventura spoke in favor of the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:36 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted four (4) for and one (1) opposed, with Councilmember Griggs voting in opposition, to approve Ordinance No. 2023-53. The motion carried.

RESULT: **APPROVED [4 TO 1]**
MOVER: Jay Pierce, Place 2
SECONDER: Philip Ferguson, Place 1
AYES: Ferguson, Pierce, Wigginton, Koehne
NAYS: Griggs
ABSENT: Hopkins

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)

Upon a motion by Councilmember Griggs and a second by Mayor Pro Tem Pierce, the Council voted four (4) for and one (1) opposed, with Councilmember Koehne voting in opposition, to accept City Manager Jason Laumer's resignation. The motion carried.

RESULT: **APPROVED [4 TO 1]**
MOVER: Tony Griggs, Place 6
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton
NAYS: Koehne
ABSENT: Hopkins

- B. Consider and act to appoint an Interim City Manager. (Satarino)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed, to appoint Karla Stovall as Interim City Manager with a salary increase of 16% effective June 19, 2023. The motion carried.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jay Pierce, Place 2
SECONDER: Wendie Wigginton, Place 4
AYES: Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT: Hopkins

- C. Consider and act to ratify the appointment of Karla Stovall as the Acting City Manager. (Satarino)

RESULT: **NO ACTION**

- D. Consider and act on a search method for a City Manager. (Satarino)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve Affion Public as the search firm for the open City Manager position. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT: Hopkins

E. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Vaughns)

Upon a motion by Councilmember Griggs and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to appoint Jay Pierce as Mayor Pro tem and Wendie Wigginton as Deputy Mayor Pro Tem. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tony Griggs, Place 6
SECONDER: Philip Ferguson, Place 1
AYES: Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT: Hopkins

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)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to award bid to Dean Construction. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT: Hopkins

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)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-54. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT: Hopkins

- 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)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed, to approve Ordinance No. 2023-55. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jay Pierce, Place 2
SECONDER: Philip Ferguson, Place 1
AYES: Griggs, Ferguson, Pierce, Wigginton, Koehne
ABSENT: Hopkins

- 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)

Councilmember Ferguson recused himself from the dais in compliance with Section 9.1 of the Governance Policy.

Upon a motion by Councilmember Griggs and a second my Mayor Pro Tem Pierce, the Council voted four (4) for and none (0) opposed to award the Heritage Homeowner Association with a Neighborhood Integrity Grant. The motion carried.

RESULT: APPROVED [4 TO 0]
MOVER: Tony Griggs, Place 6
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Pierce, Wigginton, Koehne
ABSENT: Hopkins
RECUSED: Ferguson

Councilmember Ferguson returned to his place at the dais.

- J. Consider and act upon a Resolution adopting the Arts & Culture Master Plan. (Satarino)

RESULT:	TABLED [UNANIMOUS]	Next: 7/11/2023 5:00 PM
MOVER:	Wendie Wigginton, Place 4	
SECONDER:	Mindy Koehne, Place 5	
AYES:	Griggs, Ferguson, Pierce, Wigginton, Koehne	
ABSENT:	Hopkins	

X. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting for the Celina City Council at 8:59 p.m. on Tuesday, June 13, 2023.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Jun 13, 2023 5:00 PM (Minutes Approval)



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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing and Communications
CC: Karla Stovall, Interim City Manager
Date: July 11, 2023
Re: Celina Downtown Water Tower Lighting Policy

Action Requested:

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

Background Information:

In 2017, 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 rebirth of the Downtown Water Tower, the City has worked to guard the integrity of its purpose, which is to celebrate Celina, its heritage, our National and State holidays, and very special occasions, such as National or State tragedies, 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) and/or Cinco de Mayo Celebration (First Saturday in May)
- Celina Cajun Fest (Second Saturday in May)
- Celina High School Graduation (dates varies in May)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Splash & Blast (Saturday prior to 4th of July holiday)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Anniversary of 9/11 (September 11)
- Indigenous Peoples' Day (Also known as Columbus Day; Second Monday in October)
- Beware! of the Square (Saturday before Halloween)
- Halloween (October 31)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas on the Square (November / December)
- Christmas Day (December 25)



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In addition to federal holidays and selected City of Celina events, the Tower may choose to illuminate the Water Tower for the following reasons:

- An extraordinary event/occurrence of City, State, National, or International significance;
- The observance of a passing City of Celina employee, if requested;
- To honor the life of a fallen public servant;
- On the evening following a State Championship of any Celina ISD Team or Organization;
- To serve as a sign of support for a Celina ISD student/staff member at the discretion of the Celina ISD Superintendent;
- For a State or National tragedy where lives were lost and/or communities were devastated.



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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: Valley Vines - First Amendment to the Economic Development Incentive Agreement

Action Requested:

Consider and act upon a First Amendment to the Economic Development Incentive Agreement by and between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC. (Satarino)

Background Information:

In June of 2021, the City of Celina, Celina Economic Development Corporation (CEDC), and Valley Vines Distribution, LLC, entered into an Economic Development Incentive Agreement.

The First Amendment to the Incentive Agreement modifies the definition of "Phase III" in Article I to read as follows:

“Phase III” shall consist of interior improvements to the kitchen and the addition of a stage in the lawn area of the Property.

Legal Review:

The First Amendment to the Economic Development Incentive Agreement has been reviewed by the CEDC and City Attorney.

Supporting Documents:

First Amendment to the Economic Development Incentive Agreement

Staff Recommendation:

Staff recommends approval.

**FIRST AMENDMENT TO AMENDED & RESTATED
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380 – VALLEY VINES DISTRIBUTION, LLC**

This First Amendment to the Amended and Restated Economic Development Incentive Agreement (this “Amendment”) is entered into this ____ day of _____, 2023, by and among the City of Celina, Texas (the “City”), Celina Economic Development Corporation (the “CEDC”), and Valley Vines Distribution, LLC (the “Tenant”) (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, the Tenant, the City, and the CEDC are parties to the Amended and Restated Economic Development Incentive Agreement entered into effective as of June 21, 2021, (the “Agreement”) pertaining to economic development grants from the City and CEDC for interior and exterior improvements on a facility at the property legally described as Celina Original Donation, Blk 5, Lots 11 and 12 (the “Property”); and

WHEREAS, the Agreement addressed matters related to the development of the Property; and

WHEREAS, the Parties now desire to amend the Agreement as hereinafter set forth.

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

AMENDMENT OF AGREEMENT

Section 1. The definition of “Phase III” in Article I (Definitions) of the Agreement is hereby amended to read as follows:

“Phase III” shall consist of interior improvements to the kitchen and the addition of a stage in the lawn area of the Property.

Section 2. The Concept Plan for Phase III attached as the third page in **Exhibit B** to the Agreement shall be amended and replaced in its entirety with the Concept Plan for Phase III attached as **Exhibit B** to this Amendment.

Section 3. The Agreement as amended by this Amendment shall continue in full force and effect.

Section 4. The Parties acknowledge and agree that this Amendment is binding upon the Parties and enforceable against such Party in accordance with its terms and conditions.

Section 5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED on the ____ day of _____ 2023:

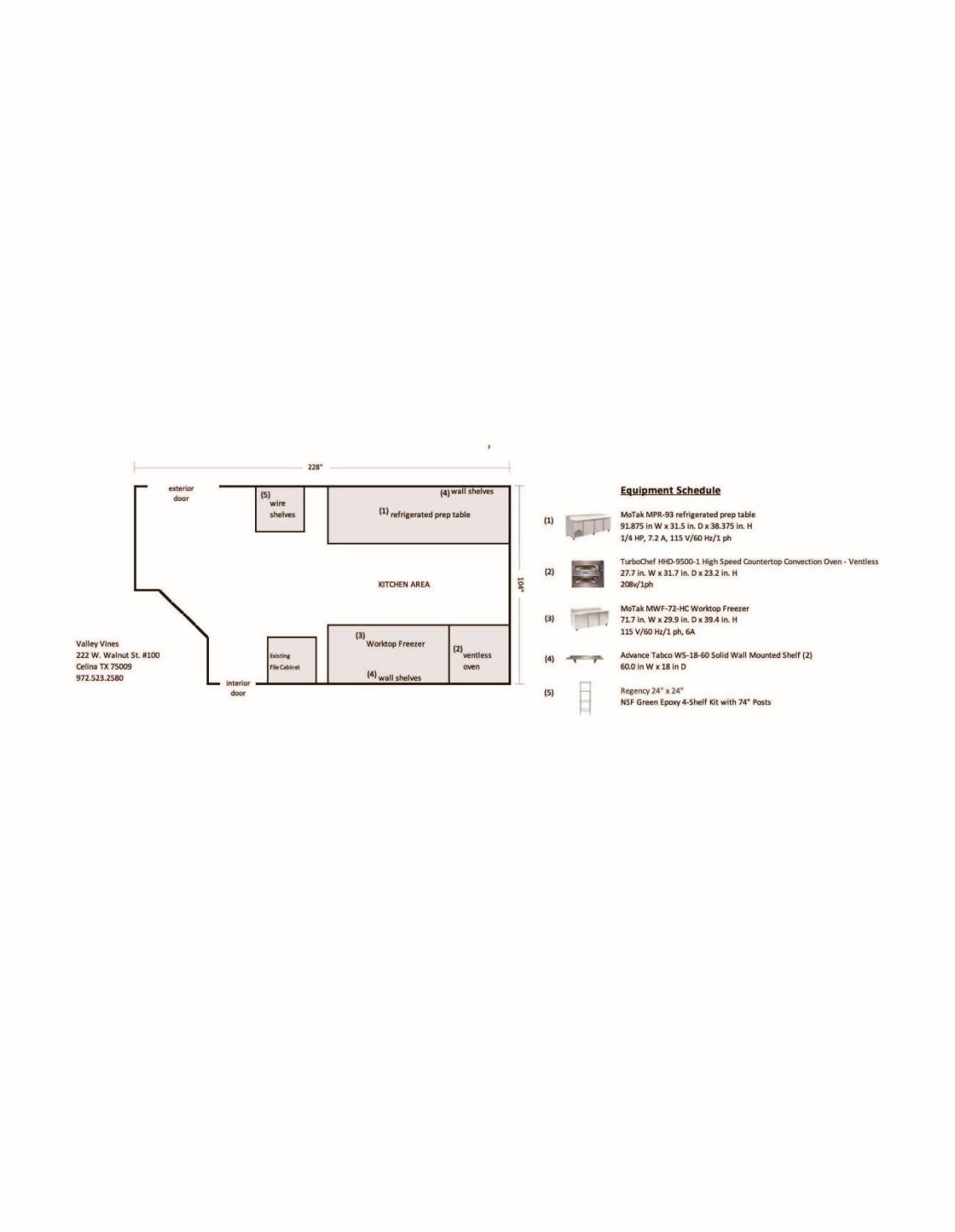
CITY OF CELINA, TEXAS

By: _____
Karla Stovall, Interim City Manager

VALLEY VINES DISTRIBUTION, LLC

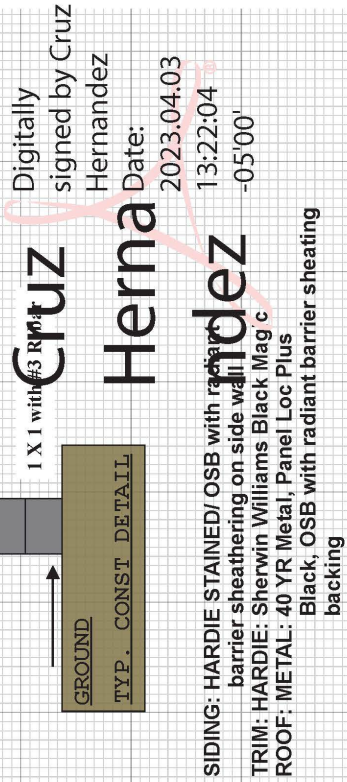
By:  _____
Doug Samuelson, Owner

EXHIBIT “B”
Concept Plan for Phase III

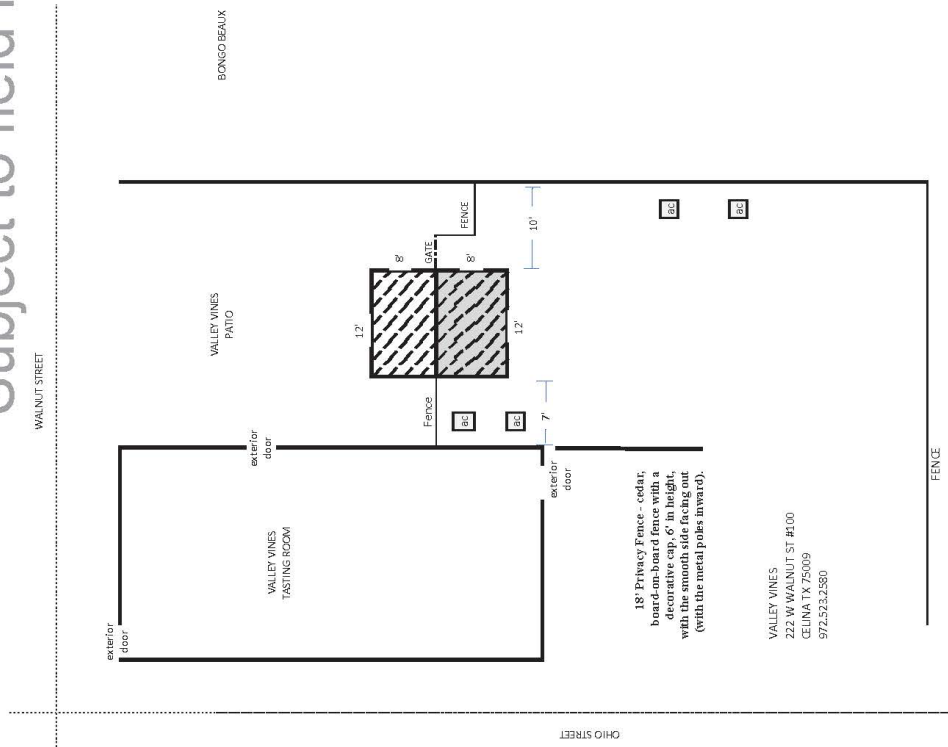


Reviewed for code compliance
Subject to field inspections





Reviewed for code compliance Subject to field inspections





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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: Swirls Bakery, LLC - EDC Performance Agreement

Action Requested:

Consider and act upon a Performance Agreement by and between the Celina Economic Development Corporation and Swirls Bakery, LLC, and terminating prior agreement. (Swirls Bakery Performance Agreement) (Jackson)

Background Information:

This Performance Agreement is by and between the Celina Economic Development Corporation (CEDC) and Swirls Bakery, LLC, for the property located at 107 S. Colorado Street, Celina, Texas 75009.

The CEDC, Developer, and the City previously entered into an agreement for economic development incentives with an effective date of May 10, 2022. The CEDC, Developer, and the City desire to terminate the prior agreement, such that the City shall not have any obligations regarding the subject matter contained herein or in the prior agreement. The CEDC and Developer shall replace the terms of the prior agreement with the terms of this agreement.

Board Review/Citizen Input:

The CEDC has approved the agreement.

Financial Considerations:

The Developer agrees to spend \$476,377 in qualified expenditures and maintain a minimum of 10 FTE positions.

The CEDC agrees to submit four qualified expenditure reimbursements, each being \$25,000 for the next four years. The total qualified expenditure reimbursement is not to exceed \$100,000.

Legal Review:

The Performance Agreement has been reviewed by the CEDC and City Attorney.

Supporting Documents:

Performance Agreement - Swirls Bakery - CEDC

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 **SWIRLS BAKERY 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 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; 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 operate a retail establishment generally located at 107 S. Colorado Street, City of Celina, Texas; and

WHEREAS, the CEDC, Developer, and the City of Celina, Texas (the “City”) previously entered into an agreement for economic development incentives with an effective date of May 10, 2022 (the “Prior Agreement”); and

WHEREAS, the CEDC, Developer, and the City desire to terminate the Prior Agreement, such that the City shall not have any obligations regarding the subject matter contained herein or

in the Prior Agreement, and the CEDC and Developer shall replace the terms of the Prior Agreement with the terms of 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 Sections 501.101 and 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 **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 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 Swirls Bakery, LLC, a Texas limited liability

company, its successors and assigns, whose address for the purposes of this Agreement is 1805 Wayne Lane, Celina, Texas 75009.

- (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 One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means 107 S. Colorado Street, City of Celina, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvements to the building located on the Property, and which meet the definition of “project” as that term is defined in Sections 501.101 and 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) **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 **Four Hundred Seventy-Six Thousand Three Hundred Seventy-Seven and No/100 Dollars (\$476,377.00)** by **December 31, 2023**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2023**, a certificate of occupancy from the City of Celina, Texas, for the Swirls Bakery retail establishment located on the Property.
- (c) **Operate Swirls Bakery Retail Establishment.** Developer covenants and agrees to maintain and operate the Swirls Bakery retail establishment located on the Property by **December 31, 2023**, and during the Term of this Agreement.

- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2023**, and during the Term of this Agreement to employ and maintain a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 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 **February 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** 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 **One Hundred Thousand and No/100 Dollars (\$100,000.00)** as follows:
- (1) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon receipt of a certificate of occupancy from the City of Celina, Texas, consistent with Section 4(b) of this Agreement;
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** on the one (1) year anniversary of receipt of a certificate of occupancy from the City of Celina, Texas, consistent with Section 4(b) of this Agreement;
 - (3) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** on the two (2) year anniversary of receipt of a certificate of occupancy from the City of Celina, Texas, consistent with Section 4(b) of this Agreement; and

- (4) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** on the three (3) year anniversary of receipt of a certificate of occupancy from the City of Celina, Texas, 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 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: Swirls Bakery, LLC
1805 Wayne Lane
Celina, Texas 75009
Attn: Kim Wickliffe
Telephone: (469) 500-5171

- (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.
- (k) **Prior Agreement Terminated.** The CEDC, Developer, and the City hereby agree that the Prior Agreement is hereby terminated, effective on the Effective Date of this Agreement. The CEDC, Developer, and the City agree that the City is signing this Agreement for the sole purpose of terminating the Prior Agreement in accordance with Section 5.1(a) of the Prior Agreement, and that the City shall no longer have any obligations, covenants, or agreements regarding the subject matter contained herein, or in the Prior Agreement.

[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: _____

DEVELOPER:

SWIRLS BAKERY, LLC,
a Texas limited liability company

By: _____
Kim Wickliffe
Title: _____
Date Signed: _____

CITY (solely for the purposes of terminating Prior Agreement):

CITY OF CELINA, TEXAS,
a Texas Home Rule Municipality

By: _____
Karla Stovall, Interim City Manager
Date Signed: _____



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Figueroa, Director of Public Works
Date: July 11, 2023
Re: 2023 ASM Change Order 1

Action Requested:

Consider and act to authorize the use of contingency funds for 2023 Annual Street Maintenance and authorize Change Order 1 in an amount not to exceed \$238,665.45. (Berry)

Background Information:

On May 9, 2023 Council authorized the award of Bid 2023-045 for Fiscal Year 2023 Annual Street Maintenance. The award was authorized and included ten percent contingency funds. Change Order 1, exceeds \$50,000 and by State statute requires Council authorization. A copy of the change order is attached.

Alternatives:

Council may reject the change order and direct staff.

Financial Considerations:

Funding is available in the current budget and through bond funds and previously authorized.

Supporting Documents:

Change Order 1

Staff Recommendation:

Staff recommends approval.



Life Connected.

City of Celina
142 N. Ohio Drive
Celina, Texas 75009
Phone: (972) 382-2682

Project: 2023 ASM - 2023 Annual Street Maintenance
142 N. Ohio St
Celina, Texas 75009
Phone: 972-382-3176

CCO #001

Subcontract Change Order #001: CE #002 - 2023 ASM CHANGE ORDER 001

CONTRACT COMPANY:	PAVECON PUBLIC WORKS 3022 ROY ORR BLVD. GRAND PRAIRIE, Texas 75050	CONTRACT FOR:	SC-2023 ASM -001:2023 ASM
DATE CREATED:	7/03/2023	CREATED BY:	Andrew Figueroa (City of Celina)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$238,665.45

DESCRIPTION:
CE #002 - 2023 ASM CHANGE ORDER 001

ATTACHMENTS:
[Celina 2023 ASM - Change Order 1.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	2-41-14-77.CR Remove and Replace Concrete Curb.Construction Road	Remove and Replace Curb and Gutter	\$36,054.66
2	32-11-13-12-02.CR Pulverize, Mix with Cement & Compact Existing Road Material (6 Inch Depth).Construction Road	SUNSET BLVD FDR - STRIPE - 2" TYPE D HMAC	\$153,258.15
3	32-11-13-12-02.CR Pulverize, Mix with Cement & Compact Existing Road Material (6 Inch Depth).Construction Road	OWNSBY PKWY FDR - STRIPE - 2" TYPE D HMAC	\$59,708.46
4	2-41-14-78.CR Remove and Replace 10" Concrete with CRCP.Construction Road	DALLAS PKWY	\$27,750.00
5	32-17-23-08.CR Pavement Markings, SW12 Line, Solid White 12".Construction Road	BOTHWELL BLVD (8" SOLID WHITE , 12" SOLID WHITE)	\$26,850.00
6	31-08-10-15.CR Silt Fence Geotextile, Standard.Construction Road	Falcon -Silt Fence Line 1.9	\$(13,061.02)
7	31-08-10-15.CR Silt Fence Geotextile, Standard.Construction Road	CR 134 - Silt Fence	\$(8,972.60)
8	31-08-10-15.CR Silt Fence Geotextile, Standard.Construction Road	Lake Drive - Silt Fence Line 3.9	\$(2,886.66)

Attachment: CO 1 (FY 2023 ASM CO 1)

#	Budget Code	Description	Amount
9	31-08-10-15.CR Silt Fence Geotextile, Standard.Construction Road	Bridle Bend - Silt Fence line 5.8	\$(1,973.16)
10	31-08-10-15.CR Silt Fence Geotextile, Standard.Construction Road	Saddle Horn - Silt Fence Line 4.8	\$(4,019.40)
11	1-57-11.CR Construction Entrance.Construction Road	Falcon - Construction Entrance Line 1.10	\$(2,212.88)
12	1-57-11.CR Construction Entrance.Construction Road	CR 134 - Construction Entrance Line 2.9	\$(2,212.88)
13	1-57-11.CR Construction Entrance.Construction Road	Lake Drive - Construction Entrance Line 3.10	\$(2,212.88)
14	1-57-11.CR Construction Entrance.Construction Road	Bridle Bend- Construction Entrance Line 5.9	\$(2,212.88)
15	1-57-11.CR Construction Entrance.Construction Road	Saddle Horn- Construction Entrance Line 4.9	\$(2,212.88)
16	32-17-23-11.CR Pavement Markings, DW6 Line, Dotted White 6".Construction Road	Saddle Horn - 6 Inch Broken Line 4.4	\$(3,068.10)
17	32-17-23-11.CR Pavement Markings, DW6 Line, Dotted White 6".Construction Road	Bridle Bend - 6 Inch Broken Line 5.4	\$(2,595.60)
18	32-17-23-10.CR Pavement Markings, SW6 Line, Solid White 6".Construction Road	Lake Drive - 6 Inch Broken and Solid Line 3.5	\$(3,068.10)
19	32-17-23-23-08.CR Pavement Markings, DY6 Line, Dash Yellow 6"Ã.Construction Road	Falcon - 6 Inch Dashed Yellow Line 1.5	\$(8,330.70)
20	2-41-14-22-01.CR Remove and Replace Asphalt Pavement.Construction Road	Falcon Road - Line 1.4	\$(77,879.34)
21	32-11-27-14.CR 2 Inch HMAC Type D, Including Tack Coat & Prime Coat as Required.Construction Road	Falcon Road - Line 1.3	\$22,273.02
22	32-11-13-12-02.CR Pulverize, Mix with Cement & Compact Existing Road Material (6 Inch Depth).Construction Road	Falcon Road - Line 1.1	\$30,533.58
23	32-11-13-12-02.CR Pulverize, Mix with Cement & Compact Existing Road Material (6 Inch Depth).Construction Road	Lake Drive - Line 3.1	\$5,839.40
24	32-11-27-14.CR 2 Inch HMAC Type D, Including Tack Coat & Prime Coat as Required.Construction Road	Lake Drive - Line 3.3	\$4,149.50
25	2-41-14-22-01.CR Remove and Replace Asphalt Pavement.Construction Road	Lake Drive - Line 3.4	\$(14,118.24)
26	32-11-27-14.CR 2 Inch HMAC Type D, Including Tack Coat & Prime Coat as Required.Construction Road	Saddle Horn Line 4.3	\$9,780.00
27	32-11-13-12-02.CR Pulverize, Mix with Cement & Compact Existing Road Material (6 Inch Depth).Construction Road	Saddle Horn Line 4.1	\$13,506.00
Grand Total:			\$238,665.45

Attachment: CO 1 (FY 2023 ASM CO 1)

The original (Contract Sum)	\$ 1,277,494.28
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 1,277,494.28
The contract sum would be changed by this Change Order in the amount of	\$ 238,665.45
The new contract sum including this Change Order will be	\$ 1,516,159.73
The contract time will not be changed by this Change Order.	

City of Celina
142 N. Ohio Drive
Celina, Texas 75009

PAVECON PUBLIC WORKS
3022 ROY ORR BLVD.
GRAND PRAIRIE, Texas 75050

SIGNATURE

DATE

SIGNATURE

DATE



Life Connected.

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: July 11, 2023
 Re: 2023-049 Dark Fiber Lease IT06

Action Requested:

Consider and act to award bid 2023-049 for dark fiber lease at the unit prices listed to Gigabit Fiber in an amount not to exceed \$97,000.00. (Quigley)

Background Information:

On May 31st, 2023, the City received responses to RFP 2023-049 for a dark fiber lease. The invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred and eighty two vendors were notified. Three responses were received.

This lease will complete the dark fiber path from Celina to the Disaster Recovery Data Center (DRDC). This path is critical to replicating data between Celina and the DRDC site.

An initial review of applicants was completed by Purchasing and forwarded to staff. Staff evaluated and scored the proposals. Their recommendation is to award to Gigabit Fiber.

The contract period is for sixty months.

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.

Legal Review:

Lease agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Tabulation Sheet
 Scoring Summary
 Master Service Agreement

Staff Recommendation:

Staff recommends approval.

				FiberLight (FiberLight, LLC)		Gigabit Fiber (InnerCity FiberNet, LLC)		Zayo Group Holdings, Inc.	7.F.a
				Total Price	\$1,725.00	Total Price	\$2,600.00	Total Price	\$23,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	NRC - Non Reoccurring cost	1	LS	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
2	MRC - Monthly reoccurring cost	1	EA	\$1,725.00	\$1,725.00	<u>\$1,600.00</u>	\$1,600.00	\$23,000.00	\$23,000.00

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.

Scoring Summary

Supplier			Rank	Score			Bid Evaluation	Ability to Meet City's Objectives	Fiber Path	Cost - Formula based
				100						
							10.00	40.00	50.00	
Gigabit Fiber			1	98.00			10.00	38.00	50.00	
FiberLight			2	95.00			10.00	38.00	47.00	
Zayo Group Holdings, Inc.			3	54.00			10.00	40.00	4.00	
				82.33			10.00	38.67	33.67	

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "MSA") between InnerCity FiberNet, LLC., a Washington Limited Liability Company lawfully doing business in Texas as Gigabit Fiber ("Gigabit"), and Customer with offices at the address provided in the signature block, is made effective as of the date indicated below the Customer signature on the initial Service Order submitted by Customer and accepted by Gigabit.

ARTICLE 1 – INTRODUCTION

1.1 *General.* This MSA sets forth the terms and conditions of Gigabit's delivery and Customer's receipt of the services provided by Gigabit. The specific Services to be provided under this MSA are identified in the Service Orders submitted by Customer and accepted by Gigabit and described in the Service Orders. The service levels Gigabit will provide to Customer for each Service ordered are defined in detail in the Service Level Agreements. This MSA is incorporated into each Service Level Agreement and Service Order submitted, accepted and executed by the parties.

1.2 *Definitions.* Capitalized terms used and not elsewhere defined in this MSA, have the meanings given them below.

(a) "Acceptable Use Policy" or "AUP" means the Gigabit Acceptable Use Policy governing Customer's use of Services, as updated from time to time. The most recent version of the Acceptable Use Policy will be available at www.gigabitfiber.com.

(c) "Services" mean the specific services provided by Gigabit as described on the Service Orders, which may include:

(d) "Service Commencement Date" means the later of (i) the requested commencement date indicated on an Service Order or (ii) the date Service is first made available to Customer.

(e) "Service Order" means one or more written orders for Services.

(f) "Technology" means proprietary technology, including Services, software, hardware, know-how, trade secrets and any intellectual property rights throughout the world (whether owned or licensed from a third party) and also including any derivatives, improvements, enhancements, or extensions of Technology conceived, reduced to practice, or developed during the term of this MSA.

ARTICLE 2 – DELIVERY OF SERVICES AND TERM

2.1 *Delivery of Services.* By submitting a Service Order, Customer agrees to take and pay for, and, by accepting the Service Order, Gigabit agrees to provide, the Services specified on the Service Order during the Initial Term and for any Renewal Term.

2.2 *Terms of Service.*

(a) *Commencement of Initial Term.* The term for each Service will commence on the Service Commencement Date and continue for the Initial Term.

(b) *Renewal Term.* Each Service will continue automatically for additional consecutive terms equal to the Initial Term ("Renewal Term") unless Customer notifies Gigabit in writing at least thirty (30) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate such Service, in which case such Service shall terminate at the end of such term, or as otherwise agreed to in a Service Order. The termination of any Service will not affect Customer's obligations to pay for other Services. Notwithstanding the foregoing, Gigabit may change the term or increase the prices it charges Customer for any Service at any time after the Initial Term (60 Months) effective thirty (30) days after providing written notice to Customer. Except as otherwise expressly provided in this MSA, Gigabit is obligated to provide, and Customer is obligated to pay for, each Service through the Initial Term and any Renewal Term.

ARTICLE 3 – PAYMENT TERMS FOR FEES AND EXPENSES

3.1 *Fees and Expenses.* Customer will pay all fees and expenses due according to the prices and terms agreed to in the Service Orders. The prices listed in the Service Orders will remain in effect during the Initial Term indicated in the Service Orders and will continue thereafter.

3.2 *Payment Terms.* On the Service Commencement Date for each Service, Customer will be billed an amount equal to all non-recurring charges indicated in the Service Order and the monthly recurring charges for the first month of the term. Monthly recurring charges will be billed in advance. All other charges for Services provided and expenses incurred during a month (e.g., time and materials billing fees, travel expenses, etc.) will be billed at the end of the month in which the Services were provided. Payment for all fees and expenses is due within thirty (30) days of receipt of each Gigabit invoice.

3.3 *Late Payments.* Payment by Customer shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (i) the date the performance of the Service under the Service Order is completed; or (ii) the date the Customer receives an invoice for the Services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.4 *Suspension, Disconnection, and Reconnection.* If Customer fails to pay the full amount due within the prescribed time period for any or all of the Service(s) then Gigabit, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all of the Service(s). If Customer resumes Service(s) after any suspension, Gigabit may require Customer to pay a reconnection fee. If Customer reinstates any or all Service(s) after disconnection, Gigabit may require Customer to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to Gigabit's credit policies, this MSA, and applicable law.

3.5 *Billing Disputes.* If Customer in good faith disputes any portion of any Gigabit invoice, Customer shall submit to Gigabit, by the due date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. Gigabit and Customer agree to use their respective commercially reasonable efforts to resolve any dispute within thirty (30)

days after Gigabit receives written notice of this dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Gigabit shall be due within ten (10) days of the resolution of the dispute.

3.6 Taxes and Fees. All fees charged by Gigabit for Services are exclusive of all regulatory fees, surcharges, taxes, third-party fees and impositions, and similar fees now in force or imposed in the future on the transaction or the delivery of Services, all of which Customer will be responsible for, unless Customer is exempt from such fees due to its existence as a governmental entity. Gigabit shall pass on such fees to Customer, at cost. Customer shall not be responsible for paying franchise taxes or taxes based on Gigabit's net income. Gigabit shall not be responsible for Customer's charges by third-party service providers such as cross-connect fees and other fees required for transit or connection of data, accessing on-line services, and purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by Gigabit.

ARTICLE 4 – CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS

4.1 Confidential Information.

(a) *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party. "Confidential Information" will include all information that is designated confidential or that, under the circumstances of its disclosure, should be considered confidential. Each party agrees that it will not disclose Confidential Information to any third party; excepting disclosure required by law and provided that, prior to such disclosure, the other party is given prior notice sufficient to contest disclosure. Each party agrees to take reasonable precautions to protect the Confidential Information, at least as stringently as it protects its own Confidential Information. Information will not be deemed confidential if it: (i) is known or becomes known from a source other than one having an obligation of confidentiality; (ii) becomes publicly known or otherwise ceases to be confidential; or (iii) is independently developed.

(b) *Texas Public Information Act.* Notwithstanding anything to the contrary contained elsewhere in this Article 4, the parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the parties agree to work together to avoid disclosures to Customer by Gigabit of confidential information which would result in economic loss or damage to Gigabit if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Texas Public Information Act, ch. 552, Tex. Gov't Code (the "Act"), or other similar public disclosure law. In the event that Customer receives a request pursuant to the Act (or other similar law) to disclose information identified by Gigabit in writing as confidential, Customer's sole obligations to Gigabit shall be: (i) to promptly notify Gigabit; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Gigabit an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Gigabit initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Gigabit's request, Gigabit shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Gigabit's request. Customer shall not be liable to Gigabit for any loss, cost or expense relating to the disclosure of requested records if Gigabit fails to obtain legal protection against disclosure and Customer releases the records in good faith.

4.2 Intellectual Property.

(a) *Ownership.* Except for the rights expressly granted in this MSA, this MSA does not transfer from either party to the other party any Technology, patents, trademarks, trade secrets, or copyrights. No rights, title or interest in Technology, patents, trademarks, trade secrets, or copyrights will be transferred. Gigabit and Customer each agree that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive intellectual property from the other party.

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in this MSA, Gigabit will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services.

4.3 License Grants. Customer agrees that if, in the course of performing the Services, it is necessary for Gigabit to use Customer Technology, Gigabit is, to the extent allowed by law, hereby granted and shall have a nonexclusive, royalty-free license, during the term of this MSA, to use the Customer Technology solely for the purposes of delivering the Services to Customer.

ARTICLE 5 – GIGABIT REPRESENTATIONS AND WARRANTIES

5.1 Authority and Performance of Gigabit. Gigabit represents and warrants that the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations or cause a breach of any agreements with any third parties. Gigabit represents that it is authorized to operate a business in Texas.

5.2 Service Warranties.

(a) *Service Level Warranty.* Subject to the exceptions set forth in the Service Level Agreement applicable to a specific Service, Gigabit warrants that it will provide each Service at or above the service levels defined in the applicable Service Level Agreement.

(b) *Remedies.* If Gigabit fails to provide a Service at the level required by the Service Level Warranty, Customer's only remedies are those set forth in the Service Level Agreement applicable to that Service (the "Remedies").

(c) *Remedies Shall Not Be Cumulative; Maximum Remedy.* The Remedies set forth in each Service Level Agreement are not cumulative. The aggregate maximum Remedy for all failures to provide Services at the level required by a particular Service Level Agreement that occur in a single calendar month shall not exceed the maximum set forth in such Service Level Agreement.

(d) *Termination Option for Chronic Problems.* Customer may terminate a specific Service if the Customer experiences Chronic Problems (as defined in the applicable Service Level Agreement) with such Service. Customer must provide Gigabit written notice of termination for Chronic Problems as specified in the Service Level Agreement, and such termination will be effective as provided in the

Service Level Agreement.

(e) *System Maintenance.* Maintenance for such devices as firewalls, routers, and servers is required to apply/activate critical update patches and configuration changes. Maintenance may require service interruption to implement. In the event Gigabit determines that it is necessary to interrupt Service or that there is a potential for Service to be interrupted for the performance of system maintenance, Gigabit will notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 A.M. local time). Gigabit's Services are predicated upon the Customer's support and commitment to providing time/scheduling for maintenance with Customer and its users. In no event shall interruption for system maintenance constitute a failure of performance by Gigabit. Gigabit is not responsible for loss of data or other consequences of system maintenance, regardless of whether Customer has been notified prior to the performance of maintenance.

(f) *Protected Circuits.* Customer will not be provided path-protected circuits, whether via dedicated path protection, shared path protection, or any other protection, unless specifically enumerated in the Service Order.

5.3 *Technical and Administrative Support.* During the term of this MSA, Gigabit shall provide technical and administrative support via telephone at 844-673-2230 to Customer 24 hours a day, 7 days a week, 365 days a year.

5.4 *Service Performance Warranty.* Gigabit warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the Services.

5.5 *No Other Warranty.* Except for the express warranties set forth in Article 5, the Services are provided on an "as is" basis, and Customer's use of the Services is at its own risk. Gigabit does not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Gigabit does not warrant that the Services will be uninterrupted, error-free, or completely secure.

5.6 *Disclaimer of Actions Caused by or Under the Control of Third Parties.* Gigabit does not and cannot control the flow of data to or from Gigabit's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). Although Gigabit will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Gigabit cannot guarantee that such events will not occur. Accordingly, Gigabit disclaims any and all liability resulting from or related to such events.

ARTICLE 6 – CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

6.1 *Representations and Warranties of Customer.*

(a) *Authority and Performance.* Customer represents and warrants that the performance of its obligations and use of the Services will not violate any applicable laws, regulations or the Acceptable Use Policy or cause a breach of any agreements with any third parties or unreasonably interfere with other Gigabit customers' use of Gigabit Services. Customer represents that it will take reasonable steps to ensure the above.

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Gigabit will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by Gigabit to prevent any harm to Gigabit and its business. Gigabit will provide notice and opportunity to cure, if practicable, depending on the nature of the breach. Once cured, Gigabit will promptly restore the Services.

6.2 *Compliance with Law and Acceptable Use Policy.* Customer agrees that it will use the Services only for lawful purposes and in accordance with this MSA. Customer will comply at all times with all applicable laws and regulations and the Acceptable Use Policy, as updated by Gigabit from time to time. The Acceptable Use Policy is incorporated into this MSA and made a part of this MSA. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to be subject to the penalties in accordance with the Acceptable Use Policy to the extent Customer has control over the non-compliant actions. Customer acknowledges that Gigabit exercises no control whatsoever over the content of the information passing through Customer's sites and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and the Acceptable Use Policy.

6.3 *Customer Responsibilities.*

(a) Customer shall provide adequate work space, heat, light, ventilation, electric current and outlets, internet, remote access or other necessary tools as required by Gigabit or its agents to install, provide or maintain services, software, or hardware.

(b) Customer grants Gigabit and its representatives, subcontractors, agents, and employees a nonexclusive license to enter necessary portions of its property under Customer's control (subject to the terms of applicable leases and other covenants, conditions, restrictions, and existing and future encumbrances of record validly affecting title to the property) for the purpose of installing, operating, maintaining, repairing and removing facilities of Gigabit or its agents.

(c) Customer grants Gigabit and its agents an exclusive license to install, attach, and maintain all necessary facilities to perform the services, hardware, and software.

(d) Customer shall be responsible for any damages caused by Customer, its employees or agents, to any Gigabit products or services, or to Gigabit's network, including, but not limited to the conduit or fiber cabling of Gigabit. Customer agrees to immediately notify Gigabit of any modifications, installations or services performed on the network by any non-Gigabit employee or non-Gigabit affiliated entity.

ARTICLE 7 – INSURANCE

7.1 *Gigabit Minimum Levels.* Gigabit agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage; (ii) workers' compensation insurance as required by applicable law; and (iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, included owned, non-owned, and hired-car coverage. Gigabit agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at

levels no less than those required by applicable law and customary in the industry. Gigabit shall specifically endorse applicable insurance policies as follows: (i) Customer shall be named as an additional insured with respect to General Liability and Automobile Liability; (ii) all liability policies shall contain no cross-liability exclusions or insured versus insured restrictions; (iii) a waiver of subrogation in favor of Customer shall be contained in the Workers Compensation, and all liability policies; (iv) all insurance policies shall be endorsed to require the insurer to immediately notify Customer of any material change in the insurance coverage; (v) all insurance policies shall be endorsed to the effect that Customer will receive at least thirty (30) days' notice prior to cancellation of non-renewal of the insurance; (vi) all insurance policies which name Customer as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance; (vii) required limits may be satisfied by any combination of primary and umbrella liability insurances; (viii) Gigabit may maintain reasonable and customary deductibles, subject to approval by Customer; (ix) all insurance must be written on forms filed with and approved by the Texas Department of Insurance and Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: (1) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein; and (2) shall specifically set forth the notice-of-cancellation or termination provisions to Customer; (x) upon request, Gigabit shall furnish Customer with certified copies of all insurance policies.

7.2 Customer Minimum Levels. In order to provide customers with physical access to facilities operated by Gigabit and equipment owned by third parties, Gigabit is required by its insurers to ensure that each Gigabit customer maintains adequate insurance coverage. Customer agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage and (ii) workers compensation insurance as required by applicable law. Customer agrees that it will ensure and be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain insurance coverage at levels no less than those required by applicable law and customary in the industry.

7.3 Certificates of Insurance; Naming Gigabit as an Additional Insured. Prior to any access of the Gigabit facilities by any Representative or other agent or employee of Customer, Customer will (i) deliver to Gigabit certificates of insurance which evidence the minimum levels of insurance set forth above; and (ii) cause its insurance providers to name Gigabit as an additional insured and notify Gigabit in writing of the effective date thereof. Gigabit will (i) deliver to Customer certificates of insurance which evidence the minimum levels of insurance set forth above; and (ii) cause its insurance providers to name Customer as an additional insured and notify Customer in writing of the effective date thereof.

ARTICLE 8 – LIMITATIONS OF LIABILITY

8.1 Personal Injury. Each Customer and Customer representative visiting a Gigabit facility does so at its own risk. Gigabit assumes no liability whatsoever for any harm to such persons resulting from any cause other than the gross negligence or willful misconduct of Gigabit.

8.2 Consequential Damages Waiver. In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect, reliance, or consequential damages, including, but not limited to, lost revenue, lost advantage, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, breach of warranty, tort (including negligence and gross negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against Gigabit.

8.3 Limitation on Back-billing and Credit Claims. Notwithstanding anything to the contrary in this MSA, a party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this MSA that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve months immediately preceding the date on which the billing party provided written notice to the billed party of the amount of the back-billing or the billed party provided written notice to the billing party of the claimed credit amount. Requests for Financial Credit as defined in a Service Level Agreement is specifically excluded from this Section and is addressed separately in the Service Level Agreement.

ARTICLE 9 – INDEMNIFICATION

9.1 Indemnification. TO THE EXTENT ALLOWED BY LAW, EACH PARTY WILL INDEMNIFY, DEFEND, AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LIABILITIES, LOSSES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM ANY CLAIM, SUIT, ACTION, OR PROCEEDING (EACH, AN "ACTION") BROUGHT BY ANY THIRD PARTY AGAINST THE OTHER OR ITS AFFILIATES ALLEGING (I) THE INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT RELATING TO THE DELIVERY OR USE OF THE SERVICES (BUT EXCLUDING ANY INFRINGEMENT CONTRIBUTORILY CAUSED BY THE OTHER PARTY); (II) PERSONAL INJURY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY; AND (III) ANY VIOLATION OF OR FAILURE TO COMPLY WITH THE ACCEPTABLE USE POLICY. TO THE EXTENT ALLOWED BY LAW, CUSTOMER WILL INDEMNIFY AND HOLD GIGABIT, ITS AFFILIATES AND CUSTOMERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR ARISING OUT OF DAMAGE OR DESTRUCTION TO THE GIGABIT FACILITIES, GIGABIT EQUIPMENT OR OTHER CUSTOMERS' EQUIPMENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, ITS REPRESENTATIVES OR DESIGNEES.

9.2 Notice. Each party's indemnification obligations under this MSA shall be subject to (i) receiving prompt written notice of the existence of any Action or damage; (ii) being able to, at its option, control the defense of any such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

ARTICLE 10 – TERMINATION

10.1 Termination by Customer For Cause. If Gigabit is unable to provide Service for thirty (30) consecutive days due to a Force Majeure event (as described in Section 11.1), Customer may terminate the affected Service and/or this MSA without liability.

10.2 Termination by Customer for Convenience. Customer may, at any time and without cause, terminate any Service upon thirty (30) days written notice to Gigabit, provided the following: (i) if Customer terminates any Service prior to the applicable Service

Commencement Date, Customer shall reimburse Gigabit for all costs of implementation of terminated Service; or (ii) if Customer terminates any Service after the applicable Service Commencement Date, Customer shall immediately pay Gigabit (a) all charges for Services previously rendered, and (b) the monthly amount due for the terminated Services times the number of months remaining on the applicable term. Customer acknowledges that Gigabit will suffer damages if a Service is terminated prior to the expiration of the Initial Term or any applicable Renewal Term, and that the aforementioned payment is a genuine estimate of actual damages that Gigabit will suffer and not a penalty.

10.3 Termination by Gigabit. Gigabit may terminate this MSA or any Service with no further liability if (i) Customer fails to make payment within thirty (30) days of receipt of each Gigabit invoice, as required under this MSA and such failure is uncorrected for five (5) calendar days following written notice from Gigabit, or (ii) Customer fails to perform any other material obligation under this MSA and does not remedy such failure within thirty (30) days following written notice from Gigabit (hereinafter collectively referred to as “Customer Default”). In the event of a Customer Default, Gigabit shall have the right to: (i) suspend Service to Customer; (ii) cease processing or accepting orders for Service; and/or (iii) terminate this MSA or any Service. If Gigabit terminates this MSA due to a Customer Default, Customer shall remain liable for all charges outlined herein up to the date of termination. It is the express intent and understanding of the parties that this MSA and Service Orders hereunder are a single, integrated agreement and not separate, severable contracts. Customer’s right to early termination of any Service is not a right to “reject”, on an individual basis, any Service or any Service Order pursuant to federal bankruptcy laws.

10.4 Termination Assistance. Gigabit will provide to Customer such termination assistance relating to the Services, at Gigabit’s then current standard rates, as may be reasonably requested in writing by Customer. Gigabit’s obligation to provide assistance pursuant to this Section is limited to a period of fifteen (15) days (the “Assistance Period”). Customer will pay Gigabit, on the first day of the Assistance Period and as a condition to Gigabit’s obligation to provide termination assistance to Customer during the Assistance Period, an amount equal to Gigabit’s reasonable estimate of the total amount payable to Gigabit for such termination assistance for the Assistance Period.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this MSA due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Gigabit) (each a “Force Majeure Event”), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

11.2 No Lease; MSA Subordinate to Master Lease. This MSA is a services agreement and is not intended to and will not constitute a lease of any real property. This MSA, to the extent it involves the use of space leased by Gigabit, shall be subordinate to any lease between Gigabit and its landlords; and the expiration or termination of any such lease shall terminate this MSA as to such property subject to Customer retaining any rights or claims it may have against Gigabit arising from the expiration or termination of such lease.

11.3 Non-Solicitation. During the Term of this MSA and continuing through the first anniversary of the termination of this MSA, Customer agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Gigabit or contracted by Gigabit to provide Services to Customer.

11.4 No Third-Party Beneficiaries. Gigabit and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third-party beneficiaries to this MSA, including but not limited to the insurance providers for either party or the customers of Customer.

11.5 Governing Law; Dispute Resolution. This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal laws of the State of Texas, without regard to its conflict of law rules. All suits, proceedings and other actions relating to, arising out of or in connection with this MSA, whether founded in contract or tort, shall be submitted to the jurisdiction of the courts of the state of Texas and the exclusive venue for all such suits, proceedings and other actions shall be in Collin County, Texas. Each party hereby waives any claim against or objection to jurisdiction and venue of such courts. Either party shall have the right to seek specific performance of the provisions of this MSA without the requirement to post a bond or other monetary obligation.

11.6 Severability. In the event any provision of this MSA is held prohibited or invalid under law, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of this MSA shall be interpreted as if such provision were so excluded.

11.7 Non-waivers. The waiver of any breach or default of this MSA, or the failure to exercise any right provided for in this MSA, will not constitute a waiver of any subsequent breach, default or right, and will not act to amend or negate the rights of the waiving or non-exercising party. By its execution of this MSA, Customer does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The parties acknowledge that Customer waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this MSA. This is an agreement for the provision of services to Customer under Section 271.151 et seq. of the Texas Local Government Code.

11.8 Assignment. Neither party may assign its rights or delegate its duties under this MSA, either in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or delegation without such consent will be void. Gigabit may delegate the performance of certain Services to third parties, provided Gigabit controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services.

11.9 Notice. Any notice or communication required or permitted to be given under this MSA may be delivered by email or mail to the addresses provided in the signature blocks.

11.10 Relationship of Parties. Gigabit and Customer are independent entities and this MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency.

11.11 Entire Agreement. This MSA, including schedules, service orders, and all documents incorporated into this MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral between the parties with respect to the subject matter of this MSA.

11.12 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, Texas Government Code, (as added by Senate Bill 13, 87th Texas

Legislature, Regular Session) as amended, Gigabit 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 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. Gigabit understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Gigabit and exists to make a profit.

11.13 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Gigabit hereby verifies that it and its parent company, 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), Texas Government Code (as added by SB 19). Gigabit understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Gigabit and exists to make a profit

11.14 Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Gigabit hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Gigabit and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102). The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Gigabit understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Gigabit and exists to make a profit.

Authorized representatives of Customer and InnerCity FiberNet, LLC d/b/a Gigabit Fiber have read the foregoing Master Services Agreement and all documents incorporated into the Master Services Agreement and agree and accept such terms effective on the date below.

Customer:	_____	InnerCity FiberNet, LLC d/b/a Gigabit Fiber
Signature:	_____	Signature: <u>Chris Degelia</u>
Print	_____	Print
Name:	_____	Name: <u>Chris Degelia</u>
Title:	_____	Title: <u>General Manager</u>
Date:	_____	Date: <u>June 29, 2023</u>
Email	_____	Email
Address	_____	Address: <u>cdegelia@gigabitfiber.com</u>
Office	_____	Office
Address	_____	Address: <u>400 S. Akard Street</u> <u>Suite B1-200,</u> <u>Dallas, TX 75202</u>

Attachment: 2023-049 Gigabit Fiber MSA Final Partially Executed (2023-049 Dark Fiber Lease IT06)



2023-049
Gigabit Fiber
InnerCity FiberNet, LLC
Supplier Response

Event Information

Number: 2023-049
Title: Dark Fiber Lease
Type: Request for Proposal
Issue Date: 5/8/2023
Deadline: 5/31/2023 10:00 AM (CT)
Notes:

The City of Celina is accepting proposals from qualified fiber optic network carriers to provide dark fiber, necessary for connectivity between datacenters in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP).

Contact Information

Contact: Ryan Quigley
Address: Purchasing
142 N Ohio St

Celina, TX 75009
Phone: (940) 208-0128
Email: rquigley@celina-tx.gov

Gigabit Fiber Information

Contact: Chris Degelia
 Address: 400 S. Akard Street, Suite B1-200
 Dallas, TX 75202
 Phone: (214) 646-8761
 Email: cdegelia@gigabitfiber.com
 Web Address: www.gigabitfiber.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Degelia

Signature

Submitted at 5/30/2023 11:10:26 AM (CT)

cdegelia@gigabitfiber.com

Email

Requested Attachments

CIQ - Conflict of Interest

Exhibit 4 CIQ (1).pdf

Complete the CIQ form located in the Attachments Tab and upload here.

W9

Gigabit Fiber_W-9-Form ICFN.pdf

Complete the W9 form located in the Attachments Tab and upload here.

Contractor Questionnaire

Exhibit 5 Contractor Questionnaire.docx

Complete the Contractor Questionnaire form located in the Attachments Tab and upload here.

Response Attachments

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY.pdf

Secretary of State Business Authorization

Bid Attributes

1 Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

2 Bid Acceptance

All bids will remain subject to acceptance for a period of 90 days.

3 Retracting Your Bid - Making Modifications after submission.

Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
 - Select "NO BID" if you are choosing **not** to re-submit; or
 - **Make the required changes and resubmit your response.**
 - See the help section in the top right of the window for further details.

Attachment: 2023-049 Gigabit Fiber MSA Final Partially Executed (2023-049 Dark Fiber Lease IT06)

4 Local Preference Policy

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may be downloaded from the City's Procurement website located [here](#).

5 Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☒ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)

6 Cooperative Agreement

Successful bidder agrees to extend prices to all entities that have entered into or will enter into an Interlocal Agreement with the City. As permitted under by Texas Government Code the successful bidder may be asked to provide products/services, based upon bid price, to any other entity with an executed Interlocal Agreement.

The City maintains Interlocal Agreements with entities throughout the Dallas - Fort Worth area. Agreements may be viewed at www.celina-tx.gov/bids by selecting the **contracts** link.

7 Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract.

☒ I agree and will maintain the required insurance. (I agree and will maintain the required insurance.)

8 myCOI

The City of Celina is utilizing myCOI to track and verify insurance for all contracts. Once an award recommendation has been determined, the recommended vendor will be receive an email from registration@mycoitracking.com. Please follow the instructions contained in the email and complete the online registration. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:

1. It is critical that your email address and agents email are accurate.
2. Please add registration@mycoitracking.com to your safe sender list.

☒ I agree & will complete the required registration. (I agree & will complete the required registration.)

9 Contact Person

Name and Title

Chris Degelia, General Manager

10 Contact Person Phone

(214) 415-0808

11 Contact Person Email

cdegelia@gigabitfiber.com

12 Main Office Location

400 S Akard St. Suite B1-200 Dallas, TX 75202

13 Years in Business

22

14 Office Location

Please list your corporate office location and any branch locations in Texas.

400 S Akard St. Suite B1-200 Dallas, TX 75202

15 Business Name

Has your business operated under the same name? If no, under what former name has your organization operated?

InnerCity FiberNet LLC dba Gigabit Fiber

16 Binding Official

The name of the binding official granted the power to execute agreements.

Chris Degelia

Attachment: 2023-049 Gigabit Fiber MSA Final Partially Executed (2023-049 Dark Fiber Lease IT06)

1
7**Licensing**

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not.

Competitive Local Exchange Carriers Report - CLEC, Public Utility Commission of Texas, INNERCITY FIBERNET LLC
Certificate No: 60727

1
8**SB 252**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☒ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)

1
9**HB 89 ISRAEL**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☒ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)

2
0**SB 13 Boycotting Energy Companies**

By checking the box, I the authorized representative for the submitting firm certify for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☒ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)

2
1**SB 19 Firearm and ammunition industries**

I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☒ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)

2
2**Felony Conviction**

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

My firm is NOT owned or operated by anyone who has been convicted of a felony.

Attachment: 2023-049 Gigabit Fiber MSA Final Partially Executed (2023-049 Dark Fiber Lease IT06)

**2
3 Risk 1: Taxes - Local**

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

**2
4 Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

**2
5 Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local government agency? If yes, please enclose details.

**2
6 Risk 4: Debarment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

**2
7 Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete a contract, whether government or private sector? If yes, please enclose details.

**2
8 Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

**2
9 Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

**3
0 Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

3.1 Risk 9 Claims and Suits

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

3.2 Risk 10 Claims and Suits

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

3.3 Exceptions / Comments

List any Exceptions or Comments you have here. If none, enter: NONE.

3.4 ACH

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH.

3.5 Public or Private

Is your business publicly traded?

3.6 Authorization to Work in the State of Texas

Certify in the space provided that your firm is authorized to work in the State of Texas and provide a copy of your certificate of account status from the Secretary of States office as documentation. Upload the certificate to the response attachments tab.

Bid Lines**1 NRC - Non Reoccurring cost**

Quantity: 1 UOM: LS Price: Total:

2 MRC - Monthly reoccurring cost

Quantity: 1 UOM: EA Price: Total:

Supplier Notes:

Response Total: \$2,600.00

CONTRACTOR QUESTIONNAIRE

1. Firm Information

Company Name	InnerCity FiberNet LLC, dba Gigabit Fiber
Principal Office Add.	400 S Akard Suite B1-200 Dallas, TX 75202
Phone	214 646-8761
Fax	n/a
Form of Business	LLC
Year Founded	2002
Binding Official	Chris Degelia
Phone	214 646-8761
Email	cdegelia@gigabitfiber.com
Address	400 S Akard Suite B1-200 Dallas, TX 75202
Primary Contact	Chris Degelia
Phone	214 646-8761
Email	cdegelia@gigabitfiber.com
Address	400 S Akard Suite B1-200 Dallas, TX 75202

2. Organization

How many years has your organization been in business in its current capacity?

InnerCity FiberNet was incorporated in 2002 and began offering services in 2003. In 2022 InnerCity FiberNet rebranded its name to Gigabit Fiber.

3. LICENSING

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

InnerCity FiberNet is licensed by the Texas Public Utilities Commission as a CLEC in Texas.

4. CLAIMS AND SUITS

Has your organization ever failed to complete any work awarded by a government agency? If the answer is yes, please attach details.

No.

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If the answer is yes, please attach details and your how the issue may affect your ability to complete the work, should it be awarded to your firm.

No.

5. WARRANTY SERVICES

Describe your company's approach to call-back service.

Gigabit Fiber maintains a 24 hour/365 day Call Service. Alternatively, for non-emergency assistance, Customers can send an email to ops@innercityfiber.net. An engineering technician will contact the customer promptly and determine a course of action.

6. INSURANCE STATEMENT

Provide a statement below that you have and will maintain the required insurance.

Gigabit Fiber will maintain the required insurance minimums.

7 SCOPE OF SERVICES:

Provide detailed plans for how you will accomplish the scope of work outlined in the RFP. Plan must include the path you will run fiber from end to end, including estimated distance and estimated loss calculation.

Gigabit Fiber's proposal is to use our existing fiber network to provision the required fiber path. We already have connections directly from the Astound Handhole on the Right of Way back to Digital Realty Trust Data Center at 2440 Marsh Lane Carrollton, TX. Since all of the route is existing fiber, we will be able to provision this order in a timely manner, approximately 45 – 60 calendar days from the order signature.

Provisioning Steps

1. Assign the fiber strands on our documentation.
2. Schedule splicing of the fiber strands.
3. Test fiber strands to meet/exceed industry standard specifications.
4. Provide handover packages which include but it is not limited to the following:
 - a. KMZ for the exact route
 - b. OTDR test results in RAW format .SOR files.
 - c. OTDR Unidirectional test results in PDF format.
 - d. OTDR Bidirectional test results in PDF format.
 - e. Power Meter Test Results

Fiber Characterization

A location	Z location	Route Distance (km)	Optical Distance (km)	dB loss @ 1550	dB/km @ 1550	Latency (ms)	RTT (ms)
6860 N Dallas Pkwy, Plano TX	2440 Marsh Ln, Carrollton TX	12.60	14.24	2.990	0.210	0.071	0.142

8. EXCEPTIONS / NOTES:

List below any exceptions or notes regarding the bid response.

No exceptions. The cross-connect at 2440 Lane is the customers responsibility.

9. COST PROPOSAL

Detail the cost breakdown.

The Proposal is broken into two components, a monthly recurring charge, and a non-recurring (installation) charge.

10. REFERENCES

List at minimum five references for similar work. Include the company name, contact, phone and email.

Texas Capital Bank, Jeffrey Stephens, 972 656-6314, Jeffrey.stephens@texascapitalbank.com

Digital Realty Trust, Gary Benik, 732 261-7058, gbenik@digitalrealty.com

Databank, Michael Ward, 214 238-5889, mward@databank.com

Astound, Lamar Horton, 512 878-5145, lamar.horton@astound.com

WFAA, Jeff Stephens, 214 977-6360, jstephens2@wfaa.com

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	800435980	Entity Type:	Foreign Limited Liability Company (LLC)
Original Date of Filing:	January 4, 2005	Entity Status:	In existence
Formation Date:	N/A		
Tax ID:	32016474929	FEIN:	710888586
Name:	Innercity Fibernet, LLC		
Address:	1614 SIDNEY BAKER ST Kerrville, TX 78028-2640 USA		
Fictitious Name:	N/A		
Jurisdiction:	WA, USA		
Foreign Formation Date:	March 20, 2002		

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Name National Registered Agents, Inc.		Address 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136 USA			Inactive Date	

Order

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Instructions:
● To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:
Original Date of Filing:
Formation Date:
Tax ID:

800435980
January 4, 2005
N/A
32016474929

Entity Type:
Entity Status:
FEIN:

Foreign Limited Liability Company (LLC)
In existence
710888586

Name:
Address:

Innercity Fibernet, LLC
1614 SIDNEY BAKER ST
Kerrville, TX 78028-2640 USA

Fictitious Name:
Jurisdiction:
Foreign Formation Date:

N/A
WA, USA
March 20, 2002

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Last Update	Name	Title	Address			
November 23, 2021	JOHN WILEY	MANAGING MEMBER	5720 NW ELREY DR CAMAS, WA 98607 USA			
November 23, 2021	MICHELLE LASATER	MANAGING MEMBER	5202 NW VALLEY CT CAMAS, WA 98607 USA			

Order

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Instructions:
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Attachment: 2023-049 Gigabit Fiber MSA Final Partially Executed (2023-049 Dark Fiber Lease IT06)

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:

800435980

Original Date of Filing:

January 4, 2005

Formation Date:

N/A

Tax ID:

32016474929

Entity Type:

Foreign Limited Liability Company (LLC)

Entity Status:

In existence

FEIN:

710888586

Name:

Innercity Fibernet, LLC

Address:

1614 SIDNEY BAKER ST
Kerrville, TX 78028-2640 USA

Fictitious Name:

N/A

Jurisdiction:

WA, USA

Foreign Formation Date:

March 20, 2002

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Assumed Name		Date of Filing	Expiration Date	Inactive Date	Name Status	Counties
DallasFiber.net		March 4, 2005	March 4, 2015	March 4, 2015	Expired	All Counties
Gigabit Communications LLC		January 3, 2022	January 3, 2032		Active	All Counties
Gigabit Fiber		August 15, 2022	August 16, 2032		Active	All Counties

Order

Return to Search

Instructions:

🔴 To place an order for additional information about a filing press the 'Order' button.

Attachment: 2023-049 Gigabit Fiber MSA Final Partially Executed (2023-049 Dark Fiber Lease IT06)

TEXAS SECRETARY of STATE

JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800435980
Original Date of Filing: January 4, 2005
Formation Date: N/A
Tax ID: 32016474929
Entity Type: Foreign Limited Liability Company (LLC)
Entity Status: In existence
FEIN: 710888586
Name: Inncity Fibernet, LLC
Address: 1614 SIDNEY BAKER ST
 Kerrville, TX 78028-2640 USA
Fictitious Name: N/A
Jurisdiction: WA, USA
Foreign Formation Date: March 20, 2002

REGISTERED AGENT		FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
	78653210002	Application for Certificate of Authority	January 4, 2005	January 4, 2005	No	2	
	84287510002	Certificate of Assumed Business Name	March 4, 2005	March 4, 2005	No	2	
	187186325758	Change of Office by Registered Agent	September 27, 2007	September 27, 2007	No	1	
	199025640001	Public Information Report (PIR)	December 31, 2007	March 20, 2008	No	1	
	202941173965	Tax Forfeiture	February 8, 2008	February 8, 2008	No	1	
	236337170002	Reinstatement	November 12, 2008	November 12, 2008	No	2	
	276645270001	Public Information Report (PIR)	December 31, 2008	September 24, 2009	No	1	
	327903930001	Public Information Report (PIR)	December 31, 2009	September 16, 2010	No	1	
	339176160001	Public Information Report (PIR)	December 31, 2010	November 5, 2010	No	1	
	377313440001	Public Information Report (PIR)	December 31, 2011	July 15, 2011	No	1	
	415311353548	Change of Name or Address by Registered Agent	March 28, 2012	March 28, 2012	No	1	
	430245660001	Public Information Report (PIR)	December 31, 2012	July 14, 2012	No	1	
	471714700954	Change of Name or Address by Registered Agent	March 15, 2013	March 15, 2013	No	1	
	518882211375	Change of Name or Address by Registered Agent	December 2, 2013	December 2, 2013	No	1	
	495376410001	Public Information Report (PIR)	December 31, 2013	August 18, 2013	No	1	
	556125340001	Public Information Report (PIR)	December 31, 2014	July 27, 2014	No	1	
	620627700001	Public Information Report (PIR)	December 31, 2015	August 3, 2015	No	1	
	747818450001	Public Information Report (PIR)	December 31, 2016	June 30, 2017	No	1	
	778001680001	Public Information Report (PIR)	December 31, 2017	December 1, 2017	No	2	
	861250970001	Public Information Report (PIR)	December 31, 2018	January 15, 2019	No	2	
	1096543010001	Public Information Report (PIR)	December 31, 2021	November 23, 2021	No	1	
	1108310240002	Certificate of Assumed Business Name	January 3, 2022	January 3, 2022	No	3	
	1169663870003	Certificate of Assumed Business Name	August 15, 2022	August 15, 2022	No	N/A	
	1240572280001	Public Information Report (PIR)	December 31, 2022	April 24, 2023	No	1	

Order

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

InnerCity FiberNet LLC, dba Gigabit Fiber

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Chris Degelia
Signature of vendor doing business with the governmental entity

May 30, 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Gigabit Fiber
400 S Akard Street
Suite B1-200
Dallas, TX 75202
214-673-2230



Customer: City of Celina
Contact: Ryan Quigley
Phone: 940-208-0128
Email: rquigley@celina-tx.gov
Date: Jun 7, 2023

7.F.c

Service Description	Service Location	City	State	Qty	Non-Recurring	Monthly Recurring	Extended MRC
Dark Fiber Point to Point	ICFN/Astound Splice Point (Plano East)	Plano	TX	1	\$1,000.00	\$1,600.00	\$1,600.00
Dark Fiber Point to Point	DRT P (2440 Marsh Ln)	Carrollton	TX	1	\$0.00	\$0.00	\$0.00
					Total NRC		Total MRC
					\$1,000.00		\$1,600.00

Length of Term and Authorized Signatures

Length of Contract: 60 Months

Service Order valid for: 60 Days

City of Celina

Gigabit Fiber

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Service Order Notes

Dark Fiber Lease Bid Number 2023-049. Customer is responsible for cross-connect at 2440 Marsh Lane.

This Order Form and the information contained in the Order constitutes Proprietary Information covered by the Confidentiality Agreement between the parties. Customer is responsible for obtaining location access. Fees, cross-connects and other third-party fees associated with the Service, including taxes and other fees imposed by any property owner, governmental entity, or third party, shall be paid by Customer. Gigabit Fiber will pass on to Customer, at cost, all increases in such taxes and fees imposed by any property owner, governmental entity, or third party. Gigabit Fiber hereby specifically disclaims all warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, except as expressly set forth in this Order.

The Master Services Agreement ("MSA") between Gigabit Fiber and Customer is hereby incorporated into this Service Order and made part hereof, and Customer and Gigabit Fiber hereby Agree to be bound as if such MSA were fully set forth herein.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Ryan Quigley, Purchasing Agent
 CC: Andy Glasgow, Director of Engineering
 Date: July 11, 2023
 Re: Asphalt Roadway Reconstruction Design R79

Action Requested:

Consider and act to authorize an agreement for engineering services with Kimley Horn and associates for the design of asphalt roadway improvements (CR 90 (CR 92 to CR 98); CR 97 (Lynn Stanbaugh Pkwy to CR 134); and CR 100 (Preston to CR 97) in an amount not to exceed \$205,700.00. (Quigley)

Background Information:

Services include the design of construction documents for approximately 20,800 linear feet of 2-lane asphalt roadway reconstruction (full-depth). Proposed pavement section will be 2" Type D HMAC, 4" Type B HMAC, over 6" pulverized and mixed existing road material. Project includes County Road (CR) 90 from CR 92 to CR 98 (4,200 linear feet), CR 97 from Lynn Stambaugh Parkway to CR 134 (13,200 linear feet), and CR 100 from Preston Road to CR 97 (3,400). 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.

The Master Agreement (MAPS) #2021-0085 is the contract number assigned from the solicitation for engineering services awarded in September 2022. The MAPS date is the effective/start date of the contract. The Task order date is the date associated with this work authorization.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through Capital Recovery 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 by the City Attorney.

Supporting Documents:

Work Authorization to MSA

Staff Recommendation:
Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 KH	MAPS Date:	10/10/2022
---------------	--------------	-------------------	------------

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:	Asphalt Roadway Reconstruction Project		
Engineer Project #		Work Authorization Date:	
Engineer:	Kimley Horn and Associates		
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:	Email to: accountspayable@celina-tx.gov & aglasgow@celnia-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009
Electronic Submission is preferred.	Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **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.
3. **Drawings/Plans** _____ are _____ are not attached.
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other:** Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** Attach as Exhibit A
2. **Compensation:** Attach as Exhibit B
3. **Timeline / Schedule:** Attach as Exhibit C
4. **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_____
L. Nathan Ante
Printed Name & Title_____
Date_____
6/9/2023
Date

EXHIBIT "A"

SERVICES TO BE PROVIDED BY KIMLEY-HORN

I. PROJECT DESCRIPTION

This Project includes the construction documents for approximately 20,800 linear feet of 2-lane asphalt roadway reconstruction (full-depth). Proposed pavement section will be 2" Type D HMAC, 4" Type B HMAC, over 6" pulverized and mixed existing road material. Project includes County Road (CR) 90 from CR 92 to CR 98 (4,200 linear feet), CR 97 from Lynn Stambaugh Parkway to CR 134 (13,200 linear feet), and CR 100 from Preston Road to CR 97 (3,400). The design of these improvements includes full depth reconstruction of the existing pavement to generally match the existing pavement width. Drainage improvements will be limited to removal and replacement of existing culverts. Design will also include signing, pavement markings, seeding disturbed areas, traffic control narrative, minor adjustments to existing City utilities, and erosion control.

In addition to design services, the Project includes survey, Geotechnical investigation, bid phase services, 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 project area described above. 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 project limits, to include existing roadway cross section (to limits of ditch backslopes), up to 100-feet wide, 50-feet each side of centerline, at 100-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. 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. Prepare meeting agendas, summaries, and progress reports.
 - ix. Project correspondence and invoicing.
 - x. Quality control and internal plan reviews.
- b. General Plans
 - i. Prepare general plans sheets necessary including cover, general notes, control sheet, demolition sheets, and applicable City and TxDOT standard details.
- c. Roadway Plan and Profile Layout and Typical Sections.
 - i. Establish project centerline/baseline and profile.
 - ii. Typical section, pavement section will be 2" Type D HMAC, 4" Type B HMAC, over 6" pulverized and mixed existing road material.
 - iii. Identify significant design constraints.
 - iv. Establish roadway edge of pavement lines and establish proposed lane widths. Anticipated pavement width to match existing roadway width.
 - v. No proposed easement and potential ROW requirements are anticipated for this project.
 - vi. Prepare preliminary plan and profile designs on 22"x34" sheets at 1"=40' horizontal and 1"=8" vertical.
- b. Drainage Analysis
 - i. Identify existing culvert crossings within project area.
 - ii. Establish proposed culverts to replace existing culverts in the same location. Culverts will be sized to match existing culvert size.
 - iii. Hydrologic and hydraulic analysis is not included. The design of any storm drain culvert upsizing, inlet capacity improvements, roadside ditch capacity, and/or offside drainage improvements to accommodate the proposed improvements, if necessary, will be considered Additional Services.
 - iv. Prepare preliminary culvert locations to be included on the roadway plan and profile layouts. Culvert profiles are not included.
- 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 to be included on the roadway plan and profile layouts.
 - ii. Develop temporary traffic control narrative and notes.
 - a. Traffic control and detour plans to be prepared by the Contractor.
- e. Preliminary design submittal (60%) to include:
 - i. Submit 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. Prepare meeting agendas, summaries, and progress reports.
 - vii. Project correspondence and invoicing.
 - viii. 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. Analyze all driveways within the project. Typical driveways will be defined vertically by spot elevations in the Roadway Plan and Profile layouts.
 - iii. No pedestrian improvements are anticipated.
 - iv. Prepare roadway details to clarify intent of design.
 - v. Compile applicable City standard details. Modify standard details as needed.
- c. Drainage
 - i. Finalize drainage plan.
 - ii. Provide plans and details for culvert headwalls.
 - iii. Prepare drainage details to clarify intent of design.
 - iv. Compile applicable City standard details.
- 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.
 - a. Finalize pavement marking and signing plan.
 - b. Prepare details to clarify intent of design.
 - c. 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. Erosion Control.
 - i. Prepare erosion control plan sheets at 1"=200' 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.
- g. It is anticipated that the City will compile the project manual. Consultant to provide the following:
 - i. Pay item listing
 - ii. Quantities
- h. Finalize quantity summaries (pay item listings) and update the overall opinion of probable construction cost.

- i. Final Design (90%) submittal to include:
 - i. Incorporate the Preliminary Design (60%) design review comments.
 - ii. Submit 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.
- j. 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 (1)
 - b. General Notes (1)
 - c. Project Control, including Typical Section (2)
 - d. Demolition Plan (5)
 - e. Paving Plan and Profile, including drainage improvements, minor utility adjustments, and Pavement Marking and Signing Plan (26)
 - f. Traffic Control Narrative (1)
 - g. Erosion Control Plan (5)
 - h. Standard Details
 - i. TxDOT Details (where applicable)
 - iii. Submit 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.
- k. Prepare and submit Final applicable permit set to City for submission to TxDOT.
 - a. City will submit permit sets to agencies and pay applicable fees
 - b. Engineer will respond to up to two (2) rounds of agency comments.

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. 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. Issue addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- c. Prepare a letter addressing the award of the construction contract.
- d. Conformed Document submittal:
 - i. Update the Bid Documents (plans) to incorporate bid addenda items
 - ii. Package and submit CAD base files upon request.

B. 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 50 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. Anticipate up to one (1) final inspection site visit.
- b. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site.
- c. *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.
- d. *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.
- e. *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.
- c. Title Research.
- d. Hydrologic or hydraulic design.
- e. Landscape and irrigation design.
- f. Submittal of applicable permits required for project improvements.
- g. Roadway cross sections.
- h. Design of water and/or wastewater improvements.
- i. Traffic Simulations and/or Traffic Studies.
- j. Franchise Utility Design.
- k. Structural design (bridges, specialized drainage structures, etc.).
- l. Traffic Control Plan Design.
- m. 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.
- n. Traffic Signal Design.
- o. TxDOT Coordination.
- p. Geotechnical Services.

- End of Scope of Services

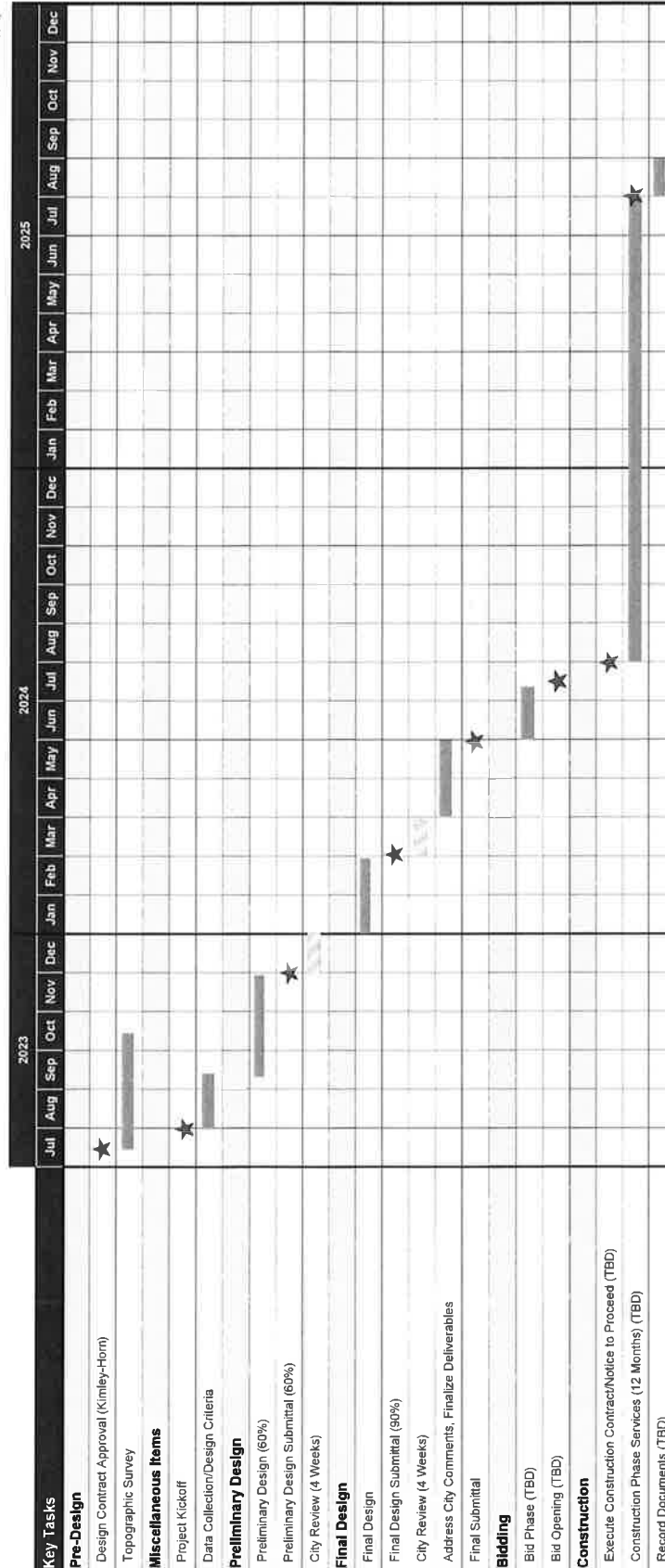
EXHIBIT "B"
COMPENSATION

II.	Basic Services (Lump Sum)	
	A. Survey	\$30,000
	B. Preliminary Design (60%)	\$76,000
	C. Final Design (90%, 100%)	\$71,700
	D. Record Documents	<u>\$7,500</u>
	Basic Services Total (Lump Sum)	\$185,200
III.	Special Services (Cost Plus Not to Exceed)	
	A. Bid Phase Services	\$8,500
	B. Construction Phase Services	<u>\$12,000</u>
	Special Services Total (Cost Plus, Not to Exceed)	\$20,500
	Project Budget, Grand Total (Not to Exceed)	\$205,700

Asphalt Roadway Reconstruction Project
(CR 90 / CR 97 / CR 100)
Draft Schedule (June, 2023)



EXHIBIT "C"
TIME / SCHDEULE



★ 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: Ryan Quigley, Purchasing Agent
 CC: Andy Glasgow, Director of Engineering
 Date: July 11, 2023
 Re: Legacy Drive Water Line Design W62

Action Requested:

Consider and act to authorize an agreement for engineering services with Brown and Gay Engineers, Inc. (BGE) for the design of Legacy Drive 24" to 30" water line in an amount not to exceed \$469,280.00. (Quigley)

Background Information:

Design services include the Legacy Drive water line from Punk Carter Parkway to the Celina Road Pump Station and consists of approximately 7,000 linear feet of 24" to 30" water transmission main. 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.

The Master Agreement (MAPS) #2021-0085 is the contract number assigned from the solicitation for engineering services awarded in September 2022. The MAPS date is the effective/start date of the contract. The Task order date is the date associated with this work authorization.

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 the City Attorney.

Supporting Documents:

Work Authorization

Staff Recommendation:

Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 BGE	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 **BGE, 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:	Celina Legacy Water Line		
Engineer Project #		Task Order Date:	
Engineer:	BGE, Inc.		
Purchase Order#:		Project #:	
Engineer Representative	Bryant Caswell	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:	Email to: accountspayable@celina-tx.gov & aglasgow@celnia-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009
Electronic Submission is preferred.	Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **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.
3. **Drawings/Plans** ___are X are not attached.
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other:** Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** Attach as Exhibit A
2. **Compensation:** Attach as Exhibit B
3. **Timeline / Schedule:** Attach as Exhibit C
4. **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*Bryant Caswell*

Signature_____
Printed Name & Title**Bryant Caswell, Director**

Printed Name & Title_____
Date**Jun 28, 2023**

Date

Attachment: Work Authorization to MSA - BGE Legacy Drive Water Line Partially Executed (Legacy Drive Water Line Design W62)

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY BGE Inc.
PROJECT CIP #####

PROJECT DESCRIPTION

The CITY proposes to construct LEGACY DRIVE WATER LINE (24/30 inch -Punk Carter Parkway to the Celina Road Pump Station) which consists of approximately 7,000 linear feet of 24 to 30 inch Water Transmission Main from Punk Carter Parkway to the City's Celina Road Pump Station. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The parameters for design of the improvements shall include the following:

1. Develop design for connection to the existing stubout at the Celina Rd Pump Station and at Punk Carter Parkway
2. Preparation of right-of-way and/or easement documents where necessary shall be provided.
3. Scale of full size (22" X 34") plans is to be: 1"=20' Horizontal; 1"=5' Vertical.
4. All design work will be prepared in CAD, with electronic files in DWG format submitted to the CITY upon final record drawings.
5. Standards and typical construction details of the CITY may be referred to in the specifications and on the drawings rather than re-draw the standard detail.
6. Special details that are not included as a standard by the CITY shall be included in the plans.
7. Construction Erosion Control Plans shall be provided.
8. Coordinate with relevant entities that need to review the plans before construction can begin, TxDOT (Texas Department of Transportation), Collin County, THC (Texas Historical Commission)

The CONSULTANT shall perform the necessary engineering and related technical services for the Design, Bidding and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract.

TASK DESCRIPTIONS – SCOPE OF SERVICES

Basic Services

Project Management

1. Prepare invoices and submit monthly with monthly progress reports. Prepare and submit baseline Project Schedule initially, and project schedule updates as appropriate for any changes to the schedule in pdf and Microsoft Project formats.
2. Pre-Design Conference – Meet with CITY engineering staff to:
 - i. Review Project requirements, design criteria, communication procedures, Project scheduling, personnel, and other pertinent matters that may impact the Project.
 - ii. Field site visit along the proposed alignment.

1.0 TASK 1 – 30% Engineering

- 1.1 Data Collection – Obtain pertinent utility plans, street plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area from the CITY. The CONSULTANT will also coordinate with franchise utilities in the area and obtain record information where available. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit to obtain necessary information/confirm information obtained from other sources.
- 1.2 Preliminary Alignment Meeting – CONSULTANT will evaluate the proposed project limits and establish the pipeline alignment and connections and attend a meeting with City Staff to present any options and recommend a preferred alignment.
 - 1.2.1 Review as-built, record drawings, City GIS data and available utility information relevant to the alignment and recommended alternatives at the connection points.
 - 1.2.2 Alignment will be presented on GIS based exhibits for CITY review with parcel information, and preliminary profiles developed using 2-foot contours provided by the City.
 - 1.2.3 Evaluate the requirements of the pipeline including pipe pressure rating, the need for air relief valves and other associate appurtenances needed to provide a complete pipeline. City will confirm pipe sizes and system operation.
 - 1.2.4 Prepare conceptual opinion of probable construction costs for the proposed alignment, including projected easement costs developed for the recommendation.
- 1.3 30% Engineering Design – Utilizing information obtained from the data collection and the field survey, the CONSULTANT will prepare preliminary engineering plans in the form of a roll plot that will include the following:
 - 1.3.1 Locations of existing utilities, infrastructure, buildings, property lines, landscaping, and other pertinent information.
 - 1.3.2 Establish preliminary horizontal and vertical alignments for proposed improvements.
 - 1.3.3 Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required.
 - 1.3.4 Prepare conceptual opinion of probable construction costs for the proposed alignment, including projected easement costs developed for the recommendations.
 - 1.3.5 30% Submittal and Design Workshop: CONSULTANT to submit one (1) plan and profile roll plots of the preferred alignment including anticipated right-of-way needs for review by the City one week prior to 30% Design Workshop.

2.0 Task 2 – 60% Preliminary Engineering

- 2.1 Address 30% Comments
- 2.2 60% Design and Plan Submittal
 - 2.2.1 Cover Sheet, Index of Drawings,

- 2.2.2 Legend and Abbreviation Sheet.
- 2.2.3 General Construction Notes Sheet.
- 2.2.4 Project Specific & Water Pipeline Construction Notes.
- 2.2.5 Project Control and Layout Sheet(s)
- 2.2.6 Overall project easement layout sheet(s) with property owner information.
- 2.2.7 Plan and profile sheets which show the following: proposed water plan/profile and recommended pipe size, isolation butterfly valves, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- 2.2.8 Design of Fiber Conduit Line: 2 – 2" Sch 40 PVC conduits with ground boxes within the same trench as proposed water line alignment.
- 2.2.9 Standard and custom details
- 2.3 Technical Specifications (if needed)
- 2.4 Prepare updated estimated construction quantities and opinion of probable construction costs sixty percent (60%) submittal.
- 2.5 60% Submittal and Design Review Meeting
- 2.6 Constructability Review - After the 60 percent review meeting with the CITY, the CONSULTANT shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.
- 2.7 60% Submittal and Design Review Meeting
- 2.8 Third-Party Coordination –
The CONSULTANT will coordinate with the following:
 Collin County
 Franchise Utilities
The CITY will coordinate with the other CITY departments.
- 3.0 Task 3 – Final Engineering**
- 3.1 Address 60% comments
- 3.2 Develop 90% plans by revising previously prepared drawings and creation of drawings in the scope but not previously included such as erosion control plans.
- 3.3 Prepare technical specifications (if non-standard City specifications needed).
- 3.4 Prepare updated estimated construction quantities and opinion of probable construction costs (90%) submittal.
- 3.5 90% Submittal and Design Review Meeting
- 3.6 Address 90% review comments and final decisions from the 90% review meeting and compile final plans
- 3.7 Submit Final Engineering Documents including drawings, technical specifications, bid schedule and OPCC.

Special Services

4.0 Task 4 – Bid Phase Services

- 4.1 Review and contact contractor references to assist in forming recommendation of award.
- 4.2 Provide Owner with letter of recommendation for the award of contract.

5.0 Task 5 – Construction Phase Services

- 5.1 Record Drawings: Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction.

6.0 Task 6 – Surveying for Engineering Design

- 6.1 Design Survey including:
 - 6.1.1 Establish horizontal and vertical control using CITY criteria.
 - 6.1.2 Tie right-of-way lines and corners, property lines and corners, trees three (3) inches in diameter and larger, fence lines, and other visible surface features.
 - 6.1.3 Topographic Information including cross sections of the existing ground features as needed for design.
 - 6.1.4 Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
 - 6.1.5 Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, air valve and fire hydrants, manholes, and services, etc.
 - 6.1.6 Tie underground utilities if exposed.
 - 6.1.7 Tie all trees 6 inches and larger in diameter.

7.0 Task 7 – Easement Documents

- 7.1 Perform necessary surveying operations for the identification and delineation of right-of-way and easement parcels. Right-of-Way / Easement Documents shall include the following:
 - 7.1.1 Prepare metes and bounds descriptions for up to ten (10) parcels for the acquisition of all easements. Submit three (3) copies of right-of-way documents to the CITY at the sixty percent (60%) plan submittal.
 - 7.1.2 Establish proposed easement and right-of-way corners on the ground (one-time).
 - 7.1.3 Provide Right-of-Way Map showing properties with ownership and include existing and proposed right-of-way and easements.

8.0 Task 8 – Subsurface Utility Engineering

- 8.1 BGE will retain a competent subconsultant for Level A test holes. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data):

- 8.1.1 As described in the mentioned ASCE 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:
 - 8.1.1.1 Quality Level D (QL "D") – Information derived from existing records.
 - 8.1.1.2 Quality Level C (QL "C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
 - 8.1.1.3 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.
 - 8.1.1.4 Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
- 8.1.2 The QL "A" will consist of up to two (2) test holes, along the proposed water line alignment.
- 8.1.3 Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

9.0 Geotechnical Investigation

BGE will sub-consult geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data and information on the anticipated subsurface conditions at select locations along the pipeline alignment.

9.1 Field Exploration

- 9.1.1 Drill three (3) exploratory borings along the planned alignment for evaluation and identification of subgrade soils. The borings will be drilled to termination depths of 20 feet below existing grade.
- 9.1.2 Conduct one (1) site visit to mark proposed boring locations and determine and coordinate access. The Engineer will coordinate with the City and will notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.
- 9.1.3 The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler

in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.

- 9.1.4 Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
- 9.1.5 The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- 9.1.6 An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

9.2 Laboratory Testing

- 9.2.1 Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- 9.2.2 The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- 9.2.3 Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - 9.2.3.1 Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - 9.2.3.2 Moisture content
 - 9.2.3.3 Unit dry weight
 - 9.2.3.4 Unconsolidated Undrained Triaxial

9.3 Reporting

- 9.3.1 Prepare a Geotechnical Data Report for inclusion as technical data within the construction documents. The report will include the following:
- 9.3.2 Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
- 9.3.3 General discussion of subsurface soil exploration and laboratory test results.
- 9.3.4 Submittals will include an electronic PDF copy of the Geotechnical Data Report.

10.0 Environmental Investigation

- 10.1 BGE Environmental Scientists will coordinate with the design team during the alignment study and conduct an environmental desktop review of up to one alignment to identify potential Nationwide Permit (NWP) 58 Pre-Construction Notification (PCN) triggers. BGE will also prepare a section of the alignment study report on preliminary environmental permitting findings and recommendations.
- 10.2 Once the alignment has been selected and the limits of construction (LOC) have been defined, BGE environmental scientists will conduct an on-site determination of waters of the U.S. (WOTUS) including ordinary high-water mark and wetland boundary identification as defined in Section 404 of the Clean Water Act (CWA) within the proposed LOC. The determination will be conducted according to the

protocols established in the Corps of Engineers Wetlands Delineation Manual (1987 Manual) and the following interim regional supplements based on the specific location within the project area: Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0). Wetland data points will be clearly identified on the U.S. Army Corps of Engineers (USACE) data sheets, photographs will be taken of sampling points, and the boundaries of WOTUS, including wetlands, will be mapped. All spatial field data will be collected utilizing Collector for GIS connected to a Trimble DA2 differentially corrected Global Positioning System (GPS) receiver capable of submeter accuracy. If requested, shapefiles of data points and delineated features will be provided to the client when the final report is submitted.

- 10.3 Following the field survey, BGE Environmental Scientists will prepare an environmental report sufficient for submittal to the U.S. Army Corps of Engineers (USACE) utilizing field data collected during the WOTUS determination to comply with current federal regulations. The environmental report will include the following:
- 10.4 Wetland Delineation: Field data collected by BGE will be assessed and prepared in the wetland delineation section of the environmental report. BGE will prepare figures, photologs, and USACE data sheets based on current project designs and will include them as an appendix in the environmental report. At a minimum, a general vicinity map and topographic map will be developed for the project area; a background information map will provide any readily available resource data (e.g., NWI, SSURGO, FEMA), and an additional exhibit will utilize an aerial image as the base map to depict any identified wetlands, WOTUS, other waterbodies, and data points.
- 10.5 Jurisdictional Assessment: BGE will prepare a section of the environmental report assessing the jurisdictional status of the mapped waters identified in the wetland delineation based on current federal regulations to evaluate the potential impacts of the project to waters of the U.S.
- 10.6 Threatened & Endangered Species: BGE will conduct a review of databases maintained by the Texas Parks and Wildlife Department (TPWD) and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) System for records regarding threatened and endangered (T&E) species, sensitive natural communities, and other features of concern known or suspected to occur in the proposed project area. BGE will assess activities associated with the proposed project and include available information for listed species in the area to determine if the project may potentially impact known T&E species or designated critical habitat(s) and include this information in a section of the environmental report.
- 10.7 Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, and in accordance with NWP 58 General Condition 20 Historic Properties, coordination with THC will be required. Under the Antiquities Code of Texas (ACT; Texas Natural Resources Code, Title 9, Chapter 191) and

accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26), cultural resources investigations with public land (owner or controlled by the state, its agencies, or its political subdivisions) must be conducted under a Texas Antiquities Permit (TAP). BGE cultural resources specialists will prepare a TAP application which will include the antiquities application form and a research design. The research design will be developed to reflect the potential for cultural resources within the project (as identified during the background review) and propose field methods to effectively investigate the area. The application package will be submitted to the Texas Historical Commission (THC) via their eTrac portal for electronic submittal.

- 10.8 Follow approval of the TAP, a cultural resources investigation will be performed in compliance with the ACT and the NHPA of 1966 (Public Law [PL] 89-665), as amended; the Procedures of the Advisory Council on Historic Preservation (36 CFR 800), and the guidelines set forth by the THC, Council of Texas Archaeologists (CTA), and USACE. The cultural resource survey methodology (subject to approval by the appropriate regulatory agency) employed during the investigation of the project is proposed to only include shovel testing. If variance to the proposed investigation technique is required by the regulatory agency, a revised cost estimate will be provided for review and approval. BGE will prepare a written report summarizing the methods and findings of the cultural resource investigation. All draft reports will be provided in digital format to the client for review and comment. Upon receipt of the client's comments/edits, BGE will make all necessary changes/updates and provide a final draft to the client for review prior to agency submission. Digital copies of all reports, applications, and final permits/clearances will be provided to the client.
- 10.9 BGE Environmental Scientists will coordinate with the project team (Owner and design team) on the findings of the environmental permitting evaluation and provide environmental input during design to avoid potential PCN triggers or other environmental concerns.

ASSUMPTIONS

The scope of services and cost estimate presented above are based on the following assumptions:

- The entire property is accessible and land-owner permission has been secured for field team right of entry.
- Weather may cause delays in fieldwork due to safety, access and/or site conditions. Weather delays may affect schedule and cost estimates.
- BGE will have at their disposal all information that has been collected to date, including electronic project boundary surveys, plan, reports, etc.
- The proposal does not include any nationwide permitting or coordination with the USACE.
- The proposal does not include TxRAM or mitigation. If mitigation is required, a separated scope and fee will be provided.
- No client- or site-specific safety trainings would be required.
- Archaeological site delineations (based on positive shovel tests, or artifact/historical

discovery) will be an additional fee and would include a second mobilization. Newly identified archaeological sites need to be delineated to find the full extent of the site boundaries within the project area. If any new archaeological sites are identified the client will be notified within 24 hours of discovery and provided an additional cost for this scope of services.

- Archaeological deep prospection, Phase II NRHP testing, Phase III mitigation efforts, or assessments by an architectural historian (or similar specialist) are not included in this scope and cost estimate. If required, these would be completed under a separate scope and fee as authorized by the client.

Archaeological reporting would be satisfied by a Short Report as defined in the THC and CTA standards. Project information indicates approximately 1.3 miles with a 200-foot survey corridor would require cultural resources investigation. The scope and cost estimate were developed based on this level of effort. Changes to the survey area or level of investigation are outside the scope and cost estimate presented here.

Exclusions

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

1. Negotiation of easements or property acquisition.
2. Revisions, studies, analysis or changes related to requirements or regulations that take effect after the date of this agreement.
3. Services related to development of the CITY's project financing and/or budget.
4. Services related to disputes over bidder qualifications, bid protests, bid rejection and re-bidding of the contract for construction.
5. Construction management and inspection services.
6. Performance of materials testing or specialty testing services.
7. Services necessary due to the default of the Contractor, or assisting owner in legal proceedings of any kind related to disputes with the contractor.
8. Services related to warranty claims, enforcement and inspection after final completion.
9. Services related to damages caused by fire, flood, earthquake or other acts of God.
10. Services related to Survey Construction Staking.
11. Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
12. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY, including any regulatory reviews or hearings.
13. Computer modeling and routing of water flows;
14. Platting;
15. Fees for permits and bid advertising;
16. Traffic Control Plan;
17. Traffic engineering reports or studies;
18. Floodplain reclamation plans or floodplain analysis;
19. NWP 58 Pre-Construction Notification (PCN)
20. Designs for Trench Safety;
21. Consulting services by others not included in proposal;
22. Quality control and testing services during construction;

23. Site clearing of any kind including that for drill rig access or access by CITY;
24. Schedule acceleration;
25. Preparation of O&M manuals;
26. TxDOT Coordination;
27. Bid Phase Services (outside of reference check and letter of recommendation);
28. Construction Phase Services (outside of record drawings)
29. Improvements outside the Project limits, alternate additions not included in the original scope, or any changes to the alignment after the 60% submittal.

EXHIBIT "B"**ENGINEERING FEE SUMMARY****Celina Legacy Water Line – PROJECT NO. 2093****All Services provided in lump sum as described in section 4.3 of the MSA**

Basic Services		
Task 1	PER & 30% Design	\$ 79,205
Task 2	Preliminary Design (60%)	\$ 185,195
Task 3	Final Design (90%, 100%)	\$ 98,100
Total		\$ 362,500
Special Services		
Task 4	Bid Phase Services	\$ 1,135
Task 5	Construction Phase	\$ 9,320
Task 6	Design Survey	\$ 55,000
Task 7	Easement Documents	\$ 25,000
Task 8	SUE Level A	\$ 6,600
Task 9	Geotechnical Investigation	\$ 10,725
Task 10	Environmental Services	\$ 26,000
Sub Total		\$ 133,780
Total		\$ 496,280

Project Name: Celina Legacy Water Line

Project No.: 2093

Last Revised: 06/2023

Attachment: Work Authorization to MSA - BGE Legacy Drive Water Line Partially Executed (Legacy Drive Water Line Design W62)

EXHIBIT "C"**Celina Legacy Water Line – PROJECT NO. 2093****SCHEDULE OF WORK**

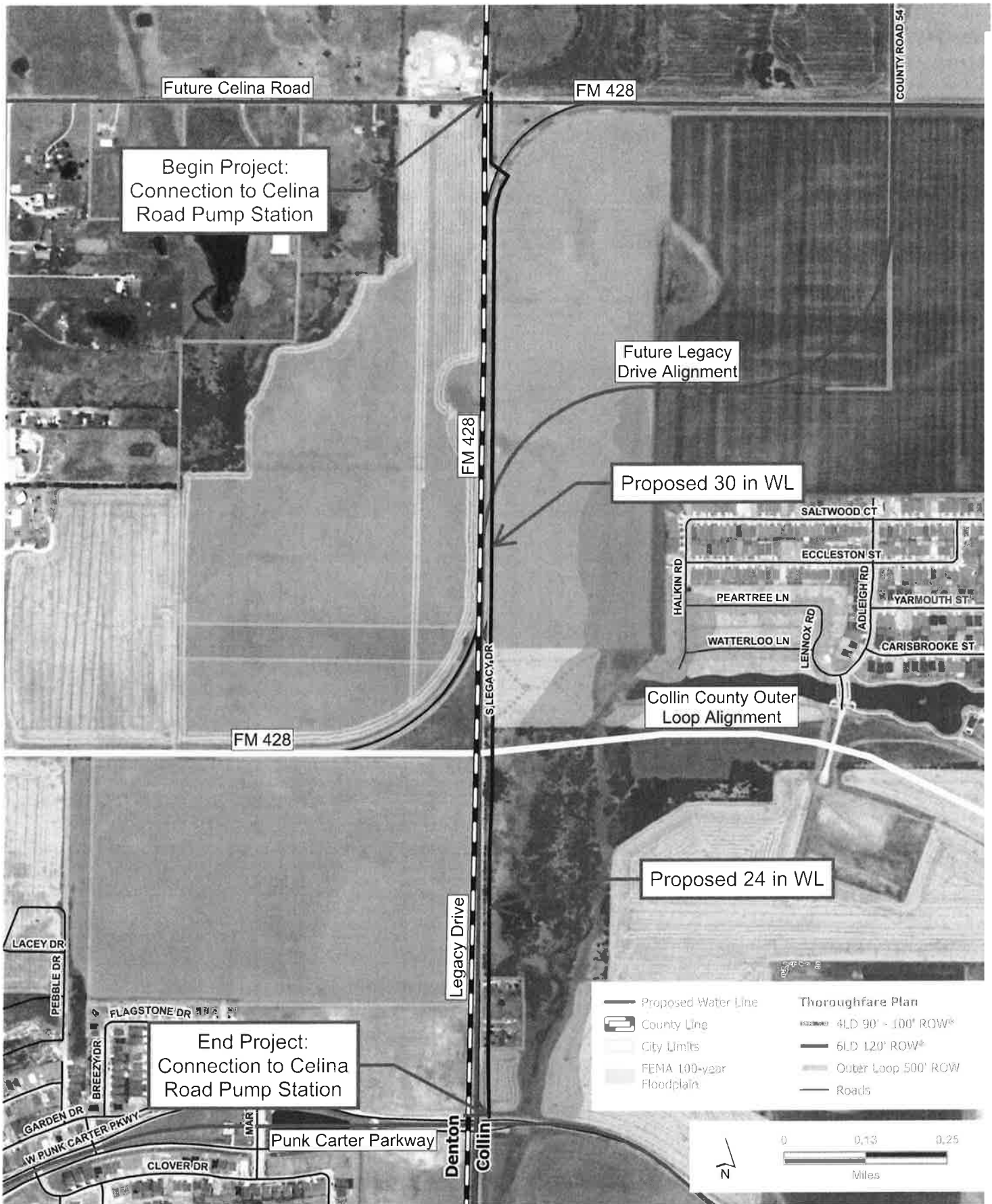
Activity		Completion Time (Calendar Days)
1	Notice to Proceed (Professional Services)	0
2	Design Survey	56
3	Preliminary Design / SUE / Geotechnical	56
4	City Review	15
5	Pre-Final Design / ROW and Easements	56
6	City Review	10
7	Final Design	30
8	City Review	10
9	Advertise for Bids / TDLR Registration and Plan Review	15
10	Open Bids	0
11	Prepare Letter of Recommendations	4

Project Name: Celina Legacy Water Line
Project No.: 2093
Last Revised: 06/2023

EXHIBIT "D"**Celina Legacy Water Line – PROJECT NO. 2093**

Phase	Deliverable	Quantity	Description
30% Roll P&P Roll Plot	Hard Copy	1	Full size plans (22" x 34") Roll
	PDF	1	Full size plans (22" x 34")
	PDF	1	30% OPCC
60% Preliminary Plans			
	PDF	1	Half size plans (11" x 17")
	PDF	1	60% OPCC
90% Final Plans			
	PDF	1	Half size plans (11" x 17")
	PDF	1	90% OPCC
	Excel	1	Bid Form
Conformed Construction Plans (Delivered at Pre-construction conference)			
	PDF	1	Half size plans (11" x 17")
	PDF	1	100% OPCC
	Excel	1	100% Bid Form
Right-of-way and Easement Surveying	PDF	2	Original signed and sealed survey exhibit (8 ½" x 11") per tract
CAD Base Files	DWG files	1	CAD Base files
Record Drawings	PDF	1	Full size plans (22" x 34")
	TIF	1	TIF Files

Project Name: Celina Legacy Water Line
Project No.: 2093
Last Revised: 06/2023



Attachment: Work Authorization to MSA - BGE Legacy Drive Water Line Partially Executed (Legacy Drive Water Line Design W62)

BGE

Celina Legacy Water Line

BGE, Inc.
Tel: 281-558-8700
www.bgeinc.com

Project No: PP002093-00

May 2023

Scale: 1:12,000



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Ryan Quigley, Purchasing Agent
 CC: Andy Glasgow, Director of Engineering
 Date: July 11, 2023
 Re: Downtown Sewer Upgrade Design S41

Action Requested:

Consider and act to authorize an agreement for engineering services with Cobb Fendley for the design of the downtown sewer upgrade in an amount not to exceed \$1,016,875.00. (Quigley)

Background Information:

Design services include wastewater upgrades from the upstream terminus located 1,100 linear feet east of State Highway (SH) 289 (Preston Road) and FM 455 and terminates downstream at the Downtown Wastewater Treatment Plant. The agreement including the fee schedule and timeline are attached. The project includes:

- Upsize approximately 11,000 linear feet of existing 12" to 24" wastewater lines utilizing both open cut and trenchless methods.
- Analyze alternate alignment routes for the potential relocation of wastewater line running between and parallel to West Maple Street and West Beech Street from North Illinois Drive to North Louisiana Drive.
- Design of wastewater line along and crossing TxDOT roadways: FM 455 and SH 289
- Design of wastewater line crossing BNSF Railroad
- Design of wastewater line under Little Elm Creek Tributary A

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

The Master Agreement (MAPS) #2021-0085 is the contract number assigned from the solicitation for engineering services awarded in September 2022. The MAPS date is the effective/start date of the contract. The Task order date is the date associated with this work authorization.

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 the City Attorney.

Supporting Documents:

Work Authorization

Staff Recommendation:

Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Cobb	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 **Cobb, Fendley & Associates, 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:			
Task Order #		Task Order Date:	
Engineer:	Cobb Fendley & Associates, Inc.		
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:	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

 Signature

 Printed Name & Title

 Date
ENGINEER


 Signature

 Mark C. Lorange, P.E., Sr. Vice President

 Printed Name & Title

 June 29, 2023

 Date

June 26, 2023

Linda Majeed, PE, CFM
Senior Civil Engineer
City of Celina
142 North Ohio Street,
Celina, Texas 75009

AUTHORIZATION FOR PROFESSIONAL SERVICES

Re: Downtown Sewer Upgrades

Dear Linda:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering design services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Celina, Texas ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the City of Celina (hereinafter called "City") engineering design for wastewater upgrades from the upstream terminus located 1100 LF east of SH 289 – Preston Road on FM 455 (WWMH00411) and terminates downstream at the Downtown Wastewater Treatment Plant (WWMH01031) as shown on Attachment A.

Project includes:

- Upsize approximately 11,000 LF existing 12" to 24" wastewater lines utilizing both open cut and trenchless methods to the following lengths and sizes:
 - 9,130 LF to 24" wastewater
 - 1,520 LF to 30" wastewater
 - 30 LF to 36" wastewater
- Analyze alternate alignment routes for the potential relocation of wastewater line running between and parallel to W. Maple Street and W. Beech Street from N. Illinois Drive to N. Louisiana Drive. Alternate alignment reroutes are anticipated to follow one of the following streets in this section:
 - Option 1 – W. Maple Street (Purple line on Attachment A)
 - Option 2 – W. Beech Street (Green line on Attachment A)
- Design of wastewater line along and crossing TxDOT roadways:
 - FM 455
 - SH 289 – Preston Road
- Design of wastewater line crossing BNSF Railroad
- Design of wastewater line under Little Elm Creek Tributary A

COBB FENDLEY: M CLIENT:

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

CobbFendley will provide professional engineering services as follows:

I. BASIC SERVICES

A. Conceptual Engineering (30%)

1. Conduct a project kick-off meeting with City staff.
2. Perform detailed site Investigation with design team and City staff. Up to 2 site investigations may be performed.
3. Obtain record drawings, studies, and planning documents from the City that may have an impact on the project. Incorporate this data into the planning and design of the project.
4. CobbFendley will contact the franchise utility companies and use the information they provide to show their existing and proposed facilities on the design plans to help identify conflicts so early coordination for the relocation of the franchise utilities can be performed to help avoid conflicts during construction.
5. CobbFendley will evaluate relocating the wastewater main between S. Louisiana Drive and S. Illinois Drive to follow W. Maple Street or W. Beech Street. The alternatives will be presented to the City prior to the 30% submittal so a decision can be made and incorporated in the design for the 30% submittal.
6. Prepare conceptual project plan and profile sheets showing approximate proposed ROW / easements, location of proposed wastewater main and profile for existing ground at the centerline of the proposed pipe. Plans will be prepared at a scale of 1"=20'.
7. Opinion of probable construction costs estimates will be developed using the most recent bid tabs available from the City and other local bids.
8. Provide the City with a pdf file of the concept engineering plans for review and approval. Generally, plan sheets shall be organized as follows:
 - a. Cover Sheet
 - b. Project Layout
 - c. Wastewater Plan & Profile
 - d. Wastewater Calculations
9. CobbFendley shall meet with the City to discuss review comments for the conceptual submittal.

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

B. Preliminary Engineering (60%)

Upon approval of conceptual engineering plans, CobbFendley will prepare preliminary construction plans as follows:

1. Prepare a horizontal and vertical control plan that locates all proposed and known existing facilities. Legal descriptions (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
2. Known existing utilities and utility easements will be shown on the plan and profile sheets. CobbFendley will coordinate with utility companies and the City to ascertain what, if any, future improvements are planned that may impact the Project. Submit pertinent plan sheets to private utility companies for review and utility clearance.
3. Prepare preliminary project plan and profile sheets showing project limits, horizontal and vertical design, manholes, cleanouts, service connections, and pertinent calculations. Plans will be prepared at a scale of 1"=20'.
4. Prepare the preliminary plan and profile sheets for crossings at FM 455, SH 289 – Preston Road, BNSF Railroad, and Little Elm Creek Tributary.
5. CobbFendley will coordinate with TxDOT and BNSF to determine and comply with their design requirements for construction of a pipeline within right-of-way.
6. CobbFendley will prepare the design of the project to be in compliance with the Texas Commission on Environmental Quality (TCEQ).
7. Prepare an Erosion Control Narrative and Erosion Control Plan. It is the contractor's responsibility to prepare and submit the SWPPP and the NOI.
8. Prepare a construction sequencing plan. Provide City with standard traffic control details for known scenarios. Traffic control plans (if required) shall be prepared and submitted by the contractor. The plans provided by the contractor shall be in compliance with the Texas MUTCD and sealed by a licensed engineer in the state of Texas.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

9. CobbFendley shall provide a pdf file of the preliminary construction plans to the City for review. Generally, plan sheets shall be organized as follows:
 - a. Cover Sheet
 - b. General Notes
 - c. Project Layout & Control
 - d. Quantity Summary
 - e. Wastewater Plan & Profile
 - f. Wastewater Calculations
 - g. Erosion Control Narrative
 - h. Erosion Control
 - i. Construction Sequencing
 - j. Traffic Control Details
 - k. General Details
 - l. Trenchless Crossing Details
10. CobbFendley shall submit an updated preliminary estimate of probable construction cost.
11. CobbFendley shall meet with the City to walk the project with plans in hand and discuss review comments for the preliminary submittal.

C. Pre-Final Phase (90%)

Upon approval of preliminary engineering plans, CobbFendley will further develop the plans and provide the following additional tasks for the pre-final construction plans:

1. Finalize the project layout sheet showing any required easements or rights-of-way, horizontal and vertical control plan, legal descriptions (Lot Nos., Block Nos., and Addition Names), and property ownership.
2. Finalize project plan and profile sheets, including crossings at FM 455, SH 289 – Preston Road, BNSF Railroad, and Little Elm Creek Tributary.
3. Finalize Erosion Control Narrative and Erosion Control Plan. It is the contractor's responsibility to prepare and submit the SWPPP and the NOI.
4. Finalize construction sequencing plan.

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

5. CobbFendley shall provide a pdf file of the pre-final construction plans to the City for review. Generally, plan sheets shall be organized as follows:
 - a. Cover Sheet
 - b. General Notes
 - c. Project Layout & Control
 - d. Quantity Summary
 - e. Wastewater Plan & Profile
 - f. Wastewater Calculations
 - g. Erosion Control Narrative
 - h. Erosion Control
 - i. Construction Sequencing
 - j. Traffic Control Details
 - k. Miscellaneous Details
 - l. General Details
 - m. Trenchless Crossing Details
6. CobbFendley shall submit a pre-final estimate of probable construction cost with the plans.
7. The project contract documents (front end), general conditions, and special conditions will be provided by the City. Project Specifications will be prepared in accordance with the North Central Texas Council of Governments Standard Specifications for Public Works Construction, latest edition. Any required specifications not included in the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be prepared separately and included in the bid documents.
8. CobbFendley will prepare the bid proposal forms (Project quantities) of the improvements to be constructed and included in the contract documents.
9. Assist the City in conducting a public meeting with affected property owners for informational purposes only. CobbFendley will prepare the Public Meeting Notice. The City will provide the meeting venue, determine the invitees, obtain the addresses, and mail the Public Meeting notice out. CobbFendley will prepare exhibits (up to 3) and present the overall project limit and timeline to attendees.
10. CobbFendley shall meet with the City to discuss review comments for the pre-final submittal.

D. Final Engineering

Following approval of the pre-final plans, CobbFendley shall prepare final plans with the following additional tasks:

1. Address all City comments and finalize all engineering drawings.
2. CobbFendley will finalize the bid proposal forms (Project quantities) of the improvements to be constructed, showing any alternate bid items and summary sheets.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

3. CobbFendley will finalize the contract documents and technical specifications.
4. CobbFendley shall submit a final estimate of probable construction cost.
5. Furnish pdf files of the drawings, specifications, and bid proposals marked "Preliminary" for approval by the City.
6. Upon final approval, CobbFendley will provide pdf files of the plans and specifications stamped "Bid Documents".

E. Bidding Phase

1. The City will prepare the Notice to Bidders and provide to CobbFendley for use. The City will publish the appropriate legal notice and be responsible for the cost for such publications.
2. Assist the City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
3. Attend Pre-bid Meeting.
4. CobbFendley will assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contract(s) or other actions as appropriate to be taken by the City.
5. Furnish City with pdf files of the conformed contract documents and drawings for construction.

F. Construction Phase

Upon completion of the bid phase services, CobbFendley will proceed with the performance of construction phase services as described below. CobbFendley will endeavor to protect the City in providing these services; however, it is understood that CobbFendley does not guarantee the Contractor's performance, nor is CobbFendley responsible for supervision of the Contractor's operation and employees. CobbFendley shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CobbFendley shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Furnish two half size (11"x17") and four full size (22" x 34") drawings stamped/watermarked by the City for construction.
2. Assist the City in conducting a public meeting with affected property owners for informational purposes only. CobbFendley will prepare the Public Meeting Notice. The City will provide the

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

meeting venue, determine the invitees, obtain the addresses, and mail the Public Meeting notice out. CobbFendley will update exhibits (up to 3) and present the overall project limit and timeline to attendees.

3. Assist the City in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the Contractor pursuant to the requirements of the construction contract.
4. Review Contractor's submittals, including, requests for information, modification requests, and other submittals in accordance with the requirements of the construction contract documents for the Project.
5. Attend twelve monthly progress meetings with City staff and the contractor to review the progress of the project. The monthly progress meetings will coincide with visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort CobbFendley will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the City. Visits to the site in excess of the specified number are an Additional Service.
6. Conduct, in company with the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips is an Additional Service.
7. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. The CADD files and a PDF of the "Record Drawings" shall be provided by CobbFendley to the City.

II. SPECIAL SERVICES

A. Topographic Survey

1. General Project Details: Survey will horizontally and vertically locate visible surface features within the project area as shown on Attachment A and being more specifically detailed below.
 - a. Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for the alignments shown on Attachment A.
 - i. Mapping swaths will cover the full right-of-way for portions of the alignment that run with existing rights-of-way.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

- ii. Mapping swaths will be 50-feet wide for those alignments that run outside public rights-of-way.
 - iii. Mapping is included for the possible rerouting of sewer mains as shown in purple and green on Attachment A.
 - iv. Project crossing side streets, alleys, and drainage ways will be surveyed an additional 25' in each direction beyond the main project swath. Crossing alignments will be surveyed for a width that properly covers each crossing feature.
 - v. This estimate includes the capture of existing service connections (cleanouts) for all visible connections throughout the reach of the project.
 - vi. This estimate includes the face of building and finished floor for those structures along alignments that run outside public rights-of-way.
 - vii. This estimate includes survey crews to tie in LVL B and LVL A SUE markings and test holes.
- b. All trees 6" or larger will be tagged in the field.
- i. Tags will be placed at the base of the tree, facing the public right-of-way (ROW), for those trees that fall within the public ROW. Tags will also be placed on the same face of each tree, at chest level, for those trees that fall within backyard and wooded portions of the alignment.
- c. Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
- d. Terrestrial based 3D laser scanning will be utilized to capture mapping and improvements as applicable.
2. Right of Entry: The Surveyor will obtain right-of-entry (ROE) for mapping on this project. These services include a ROE mailer including the keeping of records obtained for project entry. Deliverables include an excel spreadsheet of all property owners contacted and a PDF copy of all letter responses.
3. Texas811 OneCall Coordination: Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on our survey.
4. Private Franchise Utilities: Locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, ~~pull~~ boxes, pedestals,

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

5. City of Celina Public Utilities: Locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. The survey will denote size, material type and flow direction as applicable. Locate top of operating nut elevations for visible utility valves. Accessible utility manholes will be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data will be shown.
6. Bridges: Survey of existing bridges shall include the limits of approach slabs, abutments and the number, location, material and type of beams. The location and diameter of columns will be shown. The minimum vertical clearance to roadways/railways underneath shall be measured. Utilities or other appurtenances located or suspended on the bridge shall be shown and identified. Limits of sidewalk and pedestrian rail shall be identified as well.
7. Building/Structure Details: The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor elevation will be shown for all buildings and structures within the proposed survey limits.
8. Fence and Retaining Walls: Provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
9. Right-of-Way and Property: Locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. Show lot, block, abstract number, adjacent street names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey.
10. Roadways, Railways and Improved Surfaces: Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey.
 - a. Existing pavement markings and signage will be identified on the survey.
 - b. Traffic signal bases, mast arms and control boxes will be shown on the survey.
 - c. Rails will be shot in the center and top of each rail including at points of frog, points of switch, points of tangency and curvature and other railroad facilities pertinent to design.
11. Surface Drainage Features: Locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).

COBB FENDLEY:  CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

12. Trees, Shrubs, Landscaping and Irrigation: Locate trees 6" or larger in diameter, shrubs and landscaping features and provide identification notes accordingly. Attempt to provide tree scientific name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.
13. Waterways: Ponds and waterways within project areas will be detailed and shown on the survey. Attempt to capture the toe of each feature. This estimate includes floating each feature to determine bottom shots. Shots will be to the existing top of sediment on each feature bottom.
14. Methods and Precision
 - a. Basis of Control: The City of Celina geodetic control system will be used to establish horizontal and vertical values.
 - b. Project Coordinate System: Survey coordinates will be provided in a project modified State Plane "surface" position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.
 - c. Horizontal Control Methods: Horizontal control will be established using RTK "base and rover" GPS methods. Control will have an accuracy of +/- 0.04' at the time of survey.
 - d. Vertical Control: Vertical control will be leveled using a closed circuit digital level run. Vertical control will have an accuracy of 0.02' at the time of survey.
 - e. Data Collection: RTK GPS and robotic total stations will be used for a majority of this survey.
15. Deliverable: AutoCAD 2020 format Civil 3D CAD files
16. Survey Control and Material:
 - a. 5/8" iron rods with cap and/or mag nails will be used as a control material.
 - b. Horizontal and vertical control points will be set at 500' intervals within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not to be disturbed by construction activities.
17. Assumptions
 - a. Abstracting Services: This estimate does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current platting and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

- b. Additional Project Services: This estimate includes mapping as shown on Attachment A. Additional services requested beyond what is shown on Attachment A and/or detailed herein may result in a request for additional compensation.
- c. Construction Staking Services: This estimate does not include staking of any kind for the construction of this project. Project control will not be refreshed prior to the commencement of construction.
- d. Texas811 Coordination: This estimate includes only one attempt to capture Texas811 markings. The services will be ordered 5 days prior to the survey start date. Markings not set by Texas811 prior to the time of field mapping collection will not be shown on the survey.
- e. Public Utility Records Research: This estimate includes public utility records research. Recovered vault data will be delivered to the Designer/Owner in PDF format.
- f. SUE Level C & D / Public and Private Franchise Alignments: This estimate includes placing underground public and private utility alignments on the face of the survey based on observed surface evidence and City vault data for public alignments. Texas811 markings will be used to locate private utility alignments.
- g. Right of Entry: This estimate includes right-of-entry services.
- h. Subsurface Utility Investigation: This estimate does not include sub-surface excavation to confirm underground utility locations. All utility line work will be based on surface field evidence and provided record drawing research.
- i. SUE Test Hole and Marker Locations: This estimate includes mapping the location and collection of data regarding test-hole locations or SUE markings locations performed by SUE crews.
- j. Soil Borings: This estimate does not include the location of soil borings performed by others.

B. Utility and Temporary Construction Easement Instrument Services

The Surveyor will prepare metes and bounds descriptions with accompanying map exhibit for permanent and temporary instruments on an as needed basis.

1. Deliverables

- a. One electronic executed PDF of the complete instrument for each parcel.
- b. Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation.
- c. Signed and sealed PDF of the final documents. Paper copies are not included.

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

- d. All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.

2. Assumptions

- a. Instrument Format: All instruments will strictly follow controlling jurisdiction guidelines and procedures for the preparation of instrument documents.
- b. Design changes: This estimate includes only one submittal based on a pre-approved design of the project. All changes due to re-design after the initial submittal for each phase will be invoiced back to the Client/Owner at an hourly cost.

C. Subsurface Utility Engineering (SUE)

1. CobbFendley (CF) will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE 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:
 - a. Quality Level D (QL "D") – Information derived from existing records.
 - b. Quality Level C (QL "C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
 - c. 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.
 - d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
2. It is the responsibility of the SUE provider to perform due-diligence with regards to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of contacting applicable "one call" agencies, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be referred to as "unknown" utilities. CF personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. CF is not responsible for designating and locating "unknown" utilities that were not detected while scanning the work area.

COBB FENDLEY:  CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

3. Designating Procedures

- a. Prior to beginning field designating activities, CF's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). Non-metallic/non-conductive utilities will be designated using other proven methods, such as rodding, and probing. Where access is available, a sonde will be inserted into the utility line (e.g. PVC gravity sewer pipe) to provide a medium for signal transmission, which can then be designated using geophysical equipment. In instances where access is not available, (e.g. pressurized PVC water line), CF personnel will attempt to designate the utility by probing.
- b. Accurate collection and recording of designated utilities is a critical component of the SUE process. CF utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. CF's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two buried electric cables exist on the project, one will be labeled E1 and the other E2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. Shot points will typically be placed at 100-foot intervals on utilities running parallel to the alignment and at 50-foot intervals on utility crossings. The locations will be numbered sequentially for each individual utility line. For example, if there are 50 shots required on buried electric line E1, the points will be numbered E1-1 through E1-50.

4. Locating Procedures

- a. CF will utilize its utility designating marks and specific information provided by design engineer to lay out the test hole locations. CF will attempt to place the test holes outside of paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. CF will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of our standard pricing.
- b. CF will utilize non-destructive vacuum excavation equipment to excavate the test hole at the required locations. Once the utilities are located, CF will record the type, size, material, depth to top and general running direction. The test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. Test-hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to minimize settlement.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

- c. It has been our experience in this part of North Texas that test hole excavation frequently encounters rock strata. CF will do everything feasible to non-destructively expose utilities requested for test holes. However, we cannot ensure that vacuum excavation will be successful on all test holes if significant rock layers are encountered. If this becomes an issue, we will communicate the locations with you immediately to discuss options. Also, for PVC lines located under pavement it may be necessary to excavate additional test holes to locate the line.

5. Deliverables

- a. As a QL "B" SUE deliverable, CF will produce an electronic SUE file depicting the type and horizontal location of the designated utilities. The current base map/topographic files in electronic format will be used in preparing the SUE file. CF will utilize its standard SUE line styles and symbology.
- b. The QL "A" SUE deliverable will consist of an updated SUE CAD file showing the locations of the test holes. CF will also prepare a summary sheet of test hole information showing the utility size, depth, material, direction and type of surface marker used to identify the test hole location.

III. CITY RESPONSIBILITIES

- A. The City will provide the following information in a timely manner so as not to delay the services of CobbFendley:
 - 1. The City will provide any available design plans, drainage studies, surveys, property information, utility locations, CADD files or any other pertinent information.
 - 2. The City shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the Project progress as scheduled.
 - 3. The City shall provide CobbFendley access to the site and allow interviews with personnel that have a working knowledge of the facilities within the Project area. The City shall make available personnel to assist in the locating of water and wastewater lines, which cannot be identified by other means.

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

IV. ADDITIONAL SERVICES

- A. The following services are not included in this proposal. They can be added as additional services or provided by the City as necessary:
1. Any other service not specifically included within the description of Basic Services, Special Services, or Other Services as described above.
 2. Any permitting, testing, studies, design, or redesign effort required to bring the plans and specifications and the project into compliance with any local, state, or federal regulations, processes, or procedures that are put into effect after the execution date of this contract.
 3. Consulting services by others not included in proposal.
 4. Design of improvements outside the project limits / off-site.
 5. Redesign or additional surveying for the Client's convenience or due to changed conditions after the execution date of this contract.
 6. Redesign or additional surveying for the Client's convenience after client has approved proposed alternates and / or approved progress on the design.
 7. Evaluation of design / alignment alternatives beyond what is defined in the scope.
 8. Preparing exhibits and / or intermediate submittals beyond what is defined in the scope.
 9. Geotechnical engineering / testing / investigation.
 10. Designs for trench safety.
 11. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
 12. Franchise utility relocation design.
 13. Wastewater system modeling, SSES, and I&I analysis.
 14. Corrosivity / corrosion calculations / study.
 15. Coordination with agencies (FEMA, USACE, EPA, TDLR, Etc...) regarding the project or proposed construction.
 16. Permitting (TMDL, TDLR, NPDES, TWDB, FEMA, USACE, EPA, TDLR, ETC...)
 17. Environmental testing, assessments, or reports of any kind including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

and analyses, permitting assistance, and other assistance required to address environmental issues.

18. The resolution of any boundary conflicts observed during the course of the survey.
19. Performing a title search or complete abstracting of any properties or easements.
20. Preparation of Right-of-Way or easement documents required for acquisition except as noted above.
21. The location of utilities by SUE services or any means other than described above.
22. Easement / Right-of-Way acquisition.
23. Construction verification survey.
24. Construction staking / ROW staking services.
25. Preparation of additional packages or bidding project in more packages than as indicated in scope.
26. Fees for permits and / or bid advertising.
27. Preparation of As-Built drawings requiring construction verification survey.
28. Warranty assistance.
29. Review of Contractor submittals for shop drawings and schedules.
30. Review of payment requests and supporting documentation submitted by Contractor.

COBB FENDLEY: ML CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

V. COMPENSATION

- A. Compensation to CobbFendley for Basic Services and Project Expenses shall be lump sum billed on a monthly percent complete not to exceed the total amount shown below. Compensation to CobbFendley for Special Services shall be time and materials / unit prices not to exceed the totals shown below. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.
- B. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

BASIC SERVICES (LUMP SUM)

CONCEPTUAL ENGINEERING	\$212,000
PRELIMINARY ENGINEERING	\$246,500
PRE-FINAL ENGINEERING	\$188,500
FINAL ENGINEERING	\$104,000
BID PHASE	\$27,500
CONSTRUCTION PHASE (NTE)	\$60,000
PROJECT EXPENSES	\$5,000
DESIGN SERVICES SUB-TOTAL	\$843,500

SPECIAL SERVICES (HOURLY/UNIT PRICE)

SURVEY	
Topographic Survey and Right-of-Entry	\$96,500
Tree Survey Services	\$7,600
SUE Mapping	\$6,700
Easement/ROW Instrument Services (Staked Prior to Acquisition) @ \$1,440 per parcel	\$14,400
SUE	
Level B @ \$2,600 per day (11 days)	\$28,600
Level A @ \$3,750 per day (3 days)	\$18,750
Level A Coring/Pavement Repair @ \$275 each (3 test holes)	\$825
SPECIAL SERVICES SUB-TOTAL	\$173,375
PROJECT TOTAL (Max. Fee)	\$1,016,875

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

VI. AUTHORITY TO SIGN

- A. 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.
- B. This Agreement, and the included General Terms and Conditions, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:
COBB, FENDLEY & ASSOCIATES, INC.

CLIENT:
CITY OF CELINA, TEXAS

By: Mark Lorance, P.E.

By: _____

Mark Lorance, P.E.
Sr. Vice President | Region Manager

Name: _____

Title: _____

Date: June 27, 2023

Date: _____

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

VII. GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule..

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

COBB FENDLEY: M CLIENT: _____

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

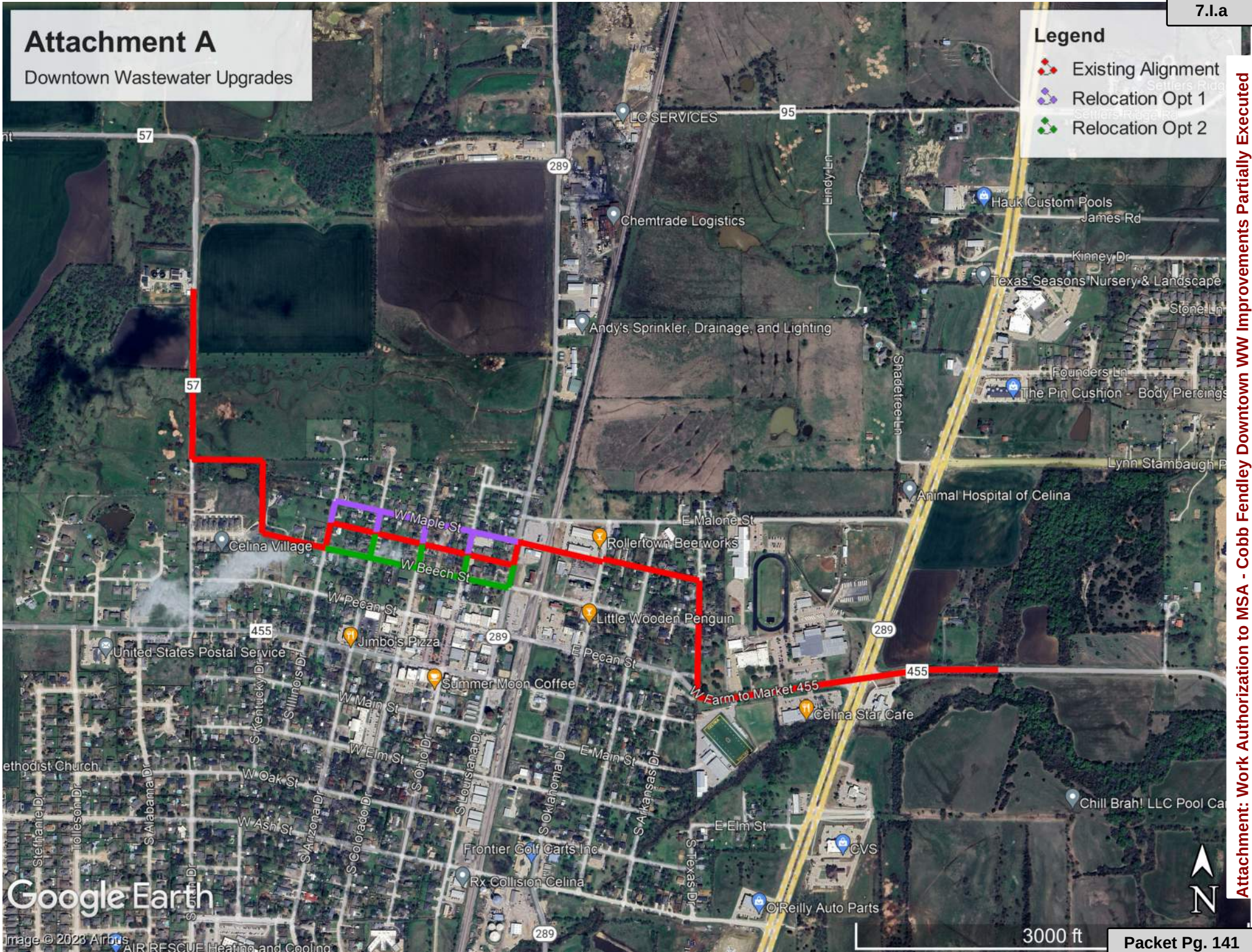
COBB FENDLEY: ML CLIENT: _____

Attachment A

Downtown Wastewater Upgrades

Legend

- Existing Alignment
- Relocation Opt 1
- Relocation Opt 2



Attachment: Work Authorization to MSA - Cobb Fendley Downtown WW Improvements Partially Executed

Authorization for Professional Services
City of Celina, Texas
Downtown Sewer Upgrades

V. COMPENSATION

- A. Compensation to CobbFendley for Basic Services and Project Expenses shall be lump sum billed on a monthly percent complete not to exceed the total amount shown below. Compensation to CobbFendley for Special Services shall be time and materials / unit prices not to exceed the totals shown below. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.
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BASIC SERVICES (LUMP SUM)

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SPECIAL SERVICES (HOURLY/UNIT PRICE)

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Level A Coring/Pavement Repair @ \$275 each (3 test holes)	\$825
SPECIAL SERVICES SUB-TOTAL	\$173,375
PROJECT TOTAL (Max. Fee)	\$1,016,875

COBB FENDLEY: M CLIENT: _____



Life Connected.

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: July 11, 2023
 Re: IT Managed Services - Sequel Data Systems

Action Requested:

Consider and act to authorize the purchase of IT managed services with Sequel Data Systems, Inc, at the unit prices listed in an amount not to exceed \$54,600.00. (Quigley)

Background Information:

On June 25, 2021, the City entered into an agreement with Sequel Data Systems Inc., for managed IT services. Council approved the purchase through a cooperative in an amount not to exceed \$100,000.00 at the Council meeting held on November 9, 2021. This fiscal year staff did not anticipate spending over \$50,000 but due to staff turnover the anticipated spending for the remaining year will exceed the threshold. Staff requests authorization to procure IT Services to assist in the management of servers, network devices, help desk services, various projects, and on-site staffing.

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:

Agreement

Staff Recommendation:

Staff recommends approval.



Managed Services Prepared for City of Celina

Prepared By: Jonathan Clifton

(512) 918-8841
Jonathan.clifton@sequeldata.com

Proposal ID: OP-202195
Version: 1.1
Date: June 17, 2021
Last Updated: June 17, 2021

Details of Managed Services

Sequel's Managed Service offering will encompass management oversight of system operations to include the continuous maintenance, management, and monitoring of Client network and server environment determined with reasonable discretion and compatibility to the systems. Quarterly or monthly reporting formulated around strategic planning for goals, budget, and process improvement will be provided to stakeholders.

Sequel's Managed Service offering utilizes a standard toolset for monitoring, automation, and reporting and has advanced security for remote access to allow for predictive failures, notifications for issues, and reporting on health of the customer environment.

Remote Managed Server	
Included	Not Included
- Performance Monitoring - OS Patch Management - Scheduled Preventative Maintenance - Scheduled Health Checks - Backup Service Monitoring *Licensing and software must be purchased by client. - Remote Support, including basic hardware and software troubleshooting - Firmware upgrades	- All hardware or replacement parts - Training - Hardware or software upgrades - Relocation services - Any unexpected item not explicitly included in the agreement - Deploying or provisioning services for backups
Remote Managed Network Device / Firewall	
Included	Not Included
- Performance Monitoring *dependent on device and equipment - Scheduled Preventative Maintenance - Remote Support, including basic hardware and software troubleshooting - Firmware and OS updates	- All hardware or replacement parts - Training - Relocation services - Lifecycle management - Any unexpected item not explicitly included in the scope of services
IT Glue Service	
Included	
- Customer Portal Access - Configuration Management - Password Repository - Application Relationships and Dependencies - Certificate Tracking - Task Lists and Documentation - Website Domain and SSL Certificate Tracking	

Managed Service Core Elements

Core Elements	Description
Server Monitoring	Monitoring the customer's servers for any issues that may arise. Including patch status, event logs, service status, and CPU performance.
Backup Monitoring	Monitoring the success of the customer's backup solution to ensure that their data is always protected.
Network Monitoring	Monitoring the customer's routers and switches to ensure that network traffic is always moving.
Automated Maintenance	Basic automated maintenance and self-healing solutions applied to customers' servers, workstations.
Patch Management	Monitoring and management of patch levels; ensuring desktops, servers are kept up to date.
Application Monitoring	Monitoring customers' email availability, Outlook web access, SQL Database, and Terminal Services.
Endpoint Security (ESM)	Apply a complete security management system to customers' environment, including antivirus, antispysware, and anti-malware management.
Performance Reporting	Monthly / quarterly CIO meetings to review customized reports, overall network health, and strategic IT planning with customer.

Response Time based on Priority Level

Priority	Definition	Response Time Business Hours	Response Time After Hours/Holidays
1	Services unavailable for all users (Network outage/Server Outage)	Remote (1 HR) On site (3 HRs)	Remote (2 HR) On Site (4 HR)
2	Significant Degradation of Service (Large number of users unable to access critical resources)	Remote (2 HR) On site (4 HR)	Remote (2 HR) On Site (4 HR)
3	Limited degradation of service (limited impact to business resources)	Remote (8 HR) On site 48 (HR)	Remote (12 HR) On site (48 HR)
4	Localized Degradation of Service (no business impact; scheduled resolution)	Remote (24 HR) On site (72 HR)	Remote (24 HR) On site (72 HR)

Preventative Maintenance Checklist Included with Managed Services

Description	Daily	Weekly	Monthly	Quarterly
Preventative Maintenance	☒	☒	☒	☒
Real Time System Monitoring	☒	☐	☐	☐
Backup Monitoring	☒	☐	☐	☐
Virus Definition Updates	☒	☐	☐	☐
Real Time Virus Scanning	☒	☐	☐	☐
Deep Virus Scanning	☐	☒	☐	☐
Workstation Security Patches	☒	☐	☐	☐
Server Security Patches	☐	☒	☐	☐
Event Log Monitoring	☒	☐	☐	☐
Temporary File Removal	☒	☐	☐	☐
Disk Error Checking	☒	☐	☐	☐
Disk Space Checking	☒	☐	☐	☐
Executive Reporting	☐	☐	☒	☐
Review and Planning Meeting	☒	☐	☐	☒
Wi-Fi	☐	☐	☒	☐

Out of scope

Sequel is responsible to perform only the Managed Services described in this agreement. Any additional services discussed or implied that are not defined explicitly by this agreement will be considered out of Scope. This includes any installation, configuration, or design work not expressed in details of managed services.

Examples of out of scope include, but are not limited to:

- Engineering design and system modifications
- New system deployments and or additional features added
- Third-party tool licensing, planning, designing, installation, configuration, validation, troubleshooting, or integration services
- Certification of the platform or solution against any regulatory compliance, internal customer standards, or any standard other than passing the functional validation of the project
- Deployment of any additional components outside the technical scope stated in this agreement.
- Customer training
- Any application coding or scripting
- Break-Fix for out of warranty devices
- Purchase of replacement parts
- System administration training
- Environmental disposal fees
- Consumer application and hardware support
- 3rd Party hard drive recovery fees
- Relocation services (moves)
- Cabling services
- Telecom support
- Batteries
- Consumable items
- Residential or non-corporate locations or sites
- Audit and Compliance Regulation for the customer
- Assist Client Partners, Contractors, or Guests that are not part of the Client Company.
- In home support for clients

Pricing

Pricing is in accordance with TIPS Contract 210101 Technology Solutions, Products, and Services

Managed Services Pricing (Monthly):

Services Breakdown:	Rate	Unit	Total
Managed Servers (Physical or Virtual, Azure or vSphere)	\$90.00	36	\$3240.00
Managed Network Device - Layer 2/3 (Switch and Wireless)	\$65.00	16	\$1040.00
Managed Network Device (Firewall)	\$65.00	6	\$390.00
Total Monthly Cost to Customer			\$4670.00

Project Hours / Best Practices Recommendations Pricing:

Services Breakdown:	Rate/Hr.
Level 1 Security Engineer Onsite / Remote	\$250.00
Level 2 Security Engineer Onsite / Remote	\$275.00
Level 1 Microsoft Engineer Onsite / Remote	\$165.00
Level 2 Microsoft Engineer Onsite / Remote	\$225.00
Level 1 Systems Engineer Onsite / Remote	\$165.00
Level 2 Systems Engineer Onsite / Remote	\$225.00
Project Management	\$135.00

Problem Escalation and Resolution Managed Service Technician:

Services Breakdown:	Rate/Hr.
Remote Regular Hours (8 am to 5 pm)	\$135.00
Remote After-Hours (Rate at 1.5x)	\$202.50
Remote Holiday Hours (Rate at 2x) *based on the United States Federal Calendar	\$270.00
Onsite Regular Hours (8 am to 5 pm)	\$165.00
Onsite After-Hours (Rate at 1.5x)	\$233.75
Onsite Holiday Hours (Rate at 2x) *based on the United States Federal Calendar	\$297.50

** Third-party vendor support and management rates included in chart above

Security Monitoring Pricing:

Security Monitoring Service Breakdown	Unit	Price Per Unit
Managed Detection and Response 0-500 User Workstation License	Per Workstation / Month	\$12.00
Managed Detection and Response 0-500 Server Licenses	Per Server / Month	\$12.00
Managed Detection and Response Onboarding	% of Annual Contract	15% of Annual Contract
Managed Detection and Response Log Retention - 90 Days	% of MDR Total	1% of MDR Total
Managed Detection and Response Log Retention - 6 Months	% of MDR Total	8% of MDR Total
Managed Detection and Response Log Retention - 1 year	% of MDR Total	12% of MDR Total
Managed Detection and Response Log Retention - 5 Years	% of MDR Total	25% of MDR Total
Managed Detection and Response Office 365 0-500 User License	Per User / Month	\$2.20
Managed Detection and Response Gsuite 0-500 User License	Per User / Month	\$2.20
Risk Management 0-500 User Workstation License	Per Workstation / Month	\$6.00
Risk Management 0-500 Server License	Per Server / Month	\$6.00
Risk Management Scanner 1000 Series	Per / Month	\$120.00
Risk Management Scanner 2000 Series	Per / Month	\$220.00
Risk Sensor 1000 Series	Per / Month	\$120.00
Risk Sensor 2000 Series	Per / Month	\$220.00
Risk Sensor 3000 Series	Per / Month	\$340.00
Risk Sensor 4000 Series	Per / Month	\$440.00
Risk Sensor 5000 Series	Per / Month	\$540.00
Risk Sensor 6000 Series	Per / Month	\$740.00
Risk Sensor 7000 Series	Per / Month	\$960.00

Temporary Staffing

Sequel Data Systems partners with Access Sciences to provide Staff Augmentation and Temporary Staffing services. Their TX DIR contract, DIR-CPO-4553, provides a variety of Staff Augmentation services. Below is a link to the contract pricing.

http://www.accesssciences.com/wp-content/uploads/2020/11/DIR-CPO-4553_Appendix_C_ITSAC_NotToExceedRates.pdf

Terms and Conditions

Terms: This agreement is for 6 months and can be canceled at any time with 30 days written notice from either party. Sequel will invoice customer by emailing accountspayable@celina-tx.gov at Terms Net 30, for the services performed under this agreement. Prompt payments are greatly appreciated, but in the event that there is a delay, there will be a 1.5% penalty.

Limited Warranty: Sequel warrants to the Client that the Work provided hereunder will be performed in a workmanlike manner and will substantially conform to the agreed to specifications at the time of performance. Unless otherwise expressly agreed in writing by Sequel, Sequel warrants the Work for a period of 30 days from the date of the performance of the Work to the Client or its designated receiver of the services. Sequel does not warrant results or achievements of the Work and Sequel is not responsible for the work or activity of any non-Sequel employed personnel (excluding Sequel authorized subcontractors). EXCEPT AS SET FORTH IN THIS SECTION, SEQUEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF (A) MERCHANTABILITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE OR USE, (C) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS; AND (D) ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE OR COURSE OF PERFORMANCE NOTWITHSTANDING.

Limitation of Liability: In no event shall Sequel's liability arising in connection with or under this statement of work (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) exceed the purchase price of the services.

Limitation of Damages: Buyer shall in no event be entitled to, and Sequel shall not be liable for indirect, special, incidental or consequential damages of any nature, including, but not limited to, loss of profit, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of customers.

Acceptance: All parties agree to the responsibilities and work outlined in this agreement. Upon completion of the Services, Sequel will present the Client with an acceptance form for signature, evidencing the Client's acceptance of the Services. The Client agrees to promptly sign and return the acceptance form to Sequel or, in the alternative, to notify Sequel of any issues concerning the Services. If Sequel does not receive the acceptance form within five (5) business days from receipt, the Services will be deemed accepted by the Client. The Client agrees to pay Sequel for the Services performed under this agreement. This agreement must be signed by all parties and returned to SPS with a Purchase Order from the Client for the services outlined above prior to any resources being allocated or deployed by SPS.



Managed Services Acceptance

		City of Celina Managed Services Proposal ID: OP-202195 June 17, 2021	
<u>Services by:</u> Sequel Data Systems, Inc.		<u>Agreed to by:</u> City of Celina	
DocuSigned by: By: <u>Jonathan Clifton</u> 57F313909B474C7... Authorized signature		DocuSigned by: By: <u>Dawn Berry</u> 94F3B4823F584DA... Authorized signature	
Name: Jonathan Clifton Date: 6/25/2021 Phone: E-mail: Jonathan.clifton@sequeldata.com		Name: Dawn Berry Date: 6/25/2021 Phone: E-mail: DBerry@Celina-tx.gov	

Effective Start Date: June 28, 2021

Attachment: Sequel Data Systems Professional Agreement (IT Managed Services - Sequel Data Systems)

Appendix A: Client Responsibilities and Assumptions

- Client must be properly licensed for all software products in client environment.
- Client devices, such as servers, laptops, workstations, tablets, etc., have to be Original Equipment Manager (OEM) or have valid license keys for Operating Systems.
- Client shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by Sequel representatives.
- Client agrees that it will inform Sequel of any modification, installation, or service performed on the Network by individuals not employed by Sequel in order to assist Sequel in providing an efficient and effective support response time.
- Client will designate a managerial level representative to authorize all Support Services. Whenever possible, said representative shall be present whenever a Sequel service representative is on-site. It is the CLIENT's responsibility to inform Sequel of any changes made to this representation thirty (30) days in advance.
- Client agrees to establish a schedule defining working and after-hours periods during which routine maintenance can occur, and a recurring maintenance window for maintenance of critical systems involving interruption of service.
- Client agrees to notify us in advance should changes to this maintenance schedule be required and agrees to provide at least 1 maintenance window per quarter for all managed systems.
- Administrative rights to login into in-scope systems.
- Proper and timely access to Client resources and personnel as required.
- Provide a proper work environment for consultant and proper remote access for remote work including appropriate level of access and credentials.
- Provide a point of contact to coordinate all tasks.
- Client will do final validation testing and sign-off for each request.
- Applications and servers will be on supported licenses; in the event an issue occurs, customer will work with appropriate Vendor(s) to resolve issue.
- Equipment is on active support maintenance contracts; in the event an issue occurs, client will work with appropriate Vendor(s) to resolve issue.
- In the event of an issue, the client will need to create support tickets with vendors such as VMware and work with them to resolve the issue.
- Confirm backup of systems and validate backups were successful in the event of having to revert back.
- Dedicated Client Staff Resources are available during engagement.
- Client stakeholders will be accessible for making decisions or assisting with escalation of issues.
- Any Client requested work and or materials beyond the original scope of work described in this proposal is subject to additional charges.
- Client is responsible for purchasing Anti-Virus protection for servers, laptops, desktops, and other computing devices.
- Client agrees to provide instructions for communicating maintenance activities, timing of communications, any specific testing information, or notifications, to ensure smooth operations.

Appendix B: Matrix of Projects Versus Tickets

Actions	Project	Ticket	Not supported By Sequel	Comment
User wants to know how to configure a piece of software on a workstation		X		basic software configuration for installed applications
Account management in AD, or 0365		X		User and mailbox creation or administration
Customer unable to scan to email		X		printer scanning to emails
User's Wi-Fi does not work		X		Client Wi-Fi access
Email connectivity issues		X		user can't connect to email
Individual file or email retrieval		X		file restoration
Client connectivity issues		X		can't access file shares or connect via VPN
A user has to be added to a Multifunctional printer or new printer		X		typical printer maintenance
A user requests administrator rights for their laptop		X		This is dependent on Client policies.
A user wants enterprise apps to be installed	X			Planning, deployment, testing, production deployment, and validation.
Network reconfiguration, VLAN changes, security policy changes	X			redesign of network or security posture
Infrastructure upgrades, hardware refresh, operating system upgrades, application installation and upgrades, and system redesign	X			System changes that require redesign, refresh, or OS level upgrades
User wants to know how to change a pivot table in Excel			X	Sequel will not be responsible for training Clients on use of applications, software products, or functionality.
A computer is hacked, no one knows who did it			X	This is available through Recon Info Sec. It is a billable item by Recon Info Sec.

Appendix C: Managed Services, Escalation Path, and Contact Info

Support and Services

As our Client, you will have access to create tickets to report issues or to request assistance via the tray icon. For support escalations, you can send email to: support@Shadowits.com and call our IT contact number (800) 550-2148. Client is responsible for creating a ticket for issues and service requests via tray icon in non-emergency cases.

Emergency Support and Services

If your team detects an issue with a service or device during standard business hours and requires escalation support, you can contact the (800) 550-2148 and select the appropriate option.

After-Hours Support and Service

For support or service after hours (5:00 pm CST), call (800) 550-2148 and select the appropriate option. Before 8:00 AM and after 5:00 pm CT calls and weekend calls will be answered by someone on the call rotation. For after-hours and/or holiday support, rates listed in pricing table will apply.

Non-emergency requests received outside of normal business hours will be entered as a routine ticket, and it will be responded to the next business day. Our client support portal request and e-mail should not be used for emergency requests since there is no process in place to monitor these requests after-hours.

Contact Info

Resource	Information	Purpose
Tray Icon	Managed Services Agent Icon in Computer Tray	Create tickets to report issues or request assistance.
Client Portal:	TBD	Create tickets to report issues or request assistance.
Phone Number:	(800) 550-2148	Use this number for Emergencies only and for After-Hours Support.
Client Email:	support@Shadowits.com	To escalate to management. It should not be used for initial request for assistance, report issues, or for emergencies.

Appendix D: Process for Project Requests

1. Sequel will present recommendation for project (see screenshot), which will include project description, estimated costs, and the impact of not approving project request, to Executive Management.
2. Executive Management, or his/her delegate, will review project request, and he/she will approve or not approve project request.

New Project Request

Date:	
Client Name:	
Project Name	
Submitted by:	
Submitted to:	

New Project Request Details

--

Impact of Not Approving New Project Request

--

Estimated Price for Project *This is only an estimate. In the event that during the quoting and purchasing process, if costs are higher, we will request approval for the difference.

--

Client Approval Section

Approver Name:		Approver Title:	
Signature:		Date:	
____ Approved ____ Not Approved			

Appendix E: Business Relationship Management

Our Client's technology and business needs can change from one day to the next, with new initiatives coming up and projects needing to be re-prioritized. In order to be able to work effectively together, we need to identify tasks that we will do to ensure our business relationship prospers.

Sequel will do the following:

- Track and update Projects on Monday Board
- Project work will go through approval of client and their process
- Meet with your management team on a monthly basis via a Teams Meeting. On occasion, we will meet onsite. Purpose of the meeting:
 - Review projects and re-prioritize as needed
 - Escalate any issues if needed
 - Submit new project requests
 - Communicate any new technology services or hardware offerings
 - Enhance our partnership by learning about any new or changes in our Client organization or environment

Client will do the following:

- Client will designate an authorized person who has the authority to approve technical changes such as approve reboots, delete files, etc. and will provide the contact information for individual and his/her delegate.
- Client will provide the contact information for individual(s) who has (have) the authority to approve procurement of software, hardware, and services. In the event of a catastrophe and an emergency purchase must be made, we need to have the contact information on file.
- Client will assign Sequel as their Microsoft Digital Partner of Record or be designated as a delegated administrator so Sequel can better serve our client and help perfect the use of Microsoft services for their desired business outcome.
- Client will follow best practice and security guidelines to minimize risks.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Ryan Quigley, Purchasing Agent
 CC: Dusty McAfee AICP, Director of Development Services
 Date: July 11, 2023
 Re: Third Party Inspections FY23

Action Requested:

Consider and act upon the purchase of third party inspection services from Atlas Municipal Services, LLC. and Bureau Veritas at the unit prices listed, in an amount not to exceed \$82,000.00. (Quigley)

Background Information:

Council approved the purchase of third party inspections from Bureau Veritas and Burgess Construction Consultants in an amount not to exceed \$60,000 at the Council meeting held on November 8, 2022. Since that time, the Department has experienced poor performance from Burgess Construction Consultants leading to work stoppage. Staff contracted with Atlas Municipal Services on March 23, 2023, for the remainder of the fiscal year. The additional amount combined with both companies will be \$22,000.00.

Alternatives:

Council may reject the authorization 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.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Atlas Municipal Services Agreement
 Bureau Veritas Agreement

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA - ATLAS MUNICIPAL SERVICES - PROFESSIONAL SERVICES

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 23 day of March, 2023.

CLIENT

City of Celina
142 N Ohio St Celina TX 75009
(the "Client")

CONSULTANT

Atlas Municipal Services, LLC
10259 Winterhaven Ln Aubrey, TX 76227
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Supplemental Inspections
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain

in full force and effect indefinitely until terminated as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 90 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

10. The Consultant will charge the Client for the Services as follows (the "Compensation"):
 - Per Exhibit A.
11. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
12. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
13. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

INTEREST ON LATE PAYMENTS

14. Interest payable on any overdue amounts under this Agreement is charged at a rate of 1.50% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

15. Confidential information (the "Confidential Information") refers to any data or information relating

to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

16. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
17. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

18. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
19. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

20. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

22. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

23. In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

24. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

25. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

26. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

27. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- | | |
|--|--|
| <p>a. City of Celina
142 N Ohio St, Celina, TX 75009</p> <p>b. Atlas Municipal Services, LLC
10259 Winterhaven Ln Aubrey, TX 76227</p> | <p>Accounts Payable: accountspayable@celina-tx.gov
Contract Notices: contracts@celina-tx.gov</p> |
|--|--|

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

28. Except to the extent paid in settlement from any applicable insurance policies, and to the extent

permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

29. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

30. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

31. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

33. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

36. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

SEVERABILITY

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 23 day of March, 2023.

City of Celina

Per: Dawn Berry (Seal)

Officer's Name: Dawn Berry, Purchasing Director

Atlas Municipal Services, LLC

Per: Lee Swain (Seal)

Officer's Name: Lee Swain

Attachment: Atlas Municipal Consulting Agreement Executed (Third Party Inspections FY23)

EXHIBIT "A"

Supplemental Building Inspections. \$125.00 per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE: 09/07/2022
7.K.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No. Ext): 844-472-0967 E-MAIL ADDRESS: customerservice@biBERK.com FAX (A/C, No.): 203-654-3613
INSURED Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-5566	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER:			N9BP736659	09/08/2022	09/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Includ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-5566	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) **7.K.a**
09/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:		
	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613	
	E-MAIL ADDRESS: salessupport@biberk.com		
	PRODUCER CUSTOMER ID:		
INSURED Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-5566	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkshire Hathaway Direct Insurance Compai		524298
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

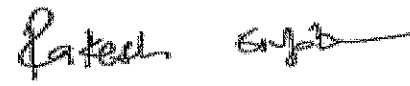
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Location: 1509 Wilson Branch Rd Killeen, TX 76542-5566 Bldg #001: Inspection and Appraisal Companies (Office) - 6383101		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
X	PROPERTY	N9BP736659	09/08/2022	09/08/2023	BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
X	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$ n/a
	WIND				BLANKET PERS PROP	\$ n/a
	FLOOD				BLANKET BLDG & PP	\$ n/a
						\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-5566	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE 7.K.a
01/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 E-MAIL: customerservice@bIBERK.com ADDRESS: FAX (A/C, No): 203-654-3613
INSURED Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC# 10391

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL770977	09/08/2022	09/08/2023	Per Occurrence/Aggregate \$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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Attachment: Atlas Municipal Consulting Agreement Executed (Third Party Inspections FY23)

Atlas Municipal Services llc
1509 Wilson Branch Rd
Killeen, TX 76542-5566



CERTIFICATE OF LIABILITY INSURANCE

DATE: 09/07/2022 7.K.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 E-MAIL ADDRESS: customerservice@biBERK.com FAX (A/C, No): 203-654-3613
INSURED Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-5566	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR			N9UM736666	09/08/2022	09/08/2023	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Professional Liability (Errors & Omissions): Claims-Made						E.L. DISEASE - POLICY LIMIT \$
							Per Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Atlas Municipal Services llc 1509 Wilson Branch Rd Killeen, TX 76542-5566	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of October, 2017, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Celina, Texas, (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually by mutual agreement.
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
 - (a) Fees and all other charges will be billed to Client monthly.
 - (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA.
 - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. Responsibilities of Client. Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide, as available, adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) On a space available basis, provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall become the property of the Client at the time of payment to BVNA of all fees and expenses for their preparation. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. Use of Data or Services. BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. Relationship of Parties. BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. Intentionally left blank.

10. Indemnity. Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are related to, or caused by the negligence or willful misconduct of Client, its employees, or agents.

11. **Intentionally left blank.**

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party.

13. **Insurance.** Without limiting Client's right to indemnification, BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis. BVNA shall maintain such coverage for at least one (1) year after the termination or expiration of this Agreement.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Prior to commencement of any work, BVNA shall deliver to the Client insurance certificates confirming the existence of the insurance required herein.

14. **Intentionally left blank.**

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Venue shall be in Collin County.

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.
19. **a. Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment.
- b. Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.
- c. Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.
- d. Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services
20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.
21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.
22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.
23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver

of any other right or remedy that party may have hereunder.

24. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

Jason Larmar
With cc to: J. Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, Texas 76201

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. Confidential Information. To the extent allowed by law, neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. Miscellaneous. This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Expert Witnessess.

BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

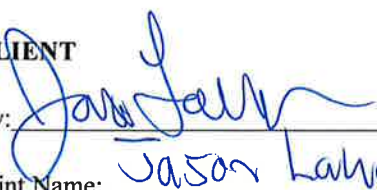
29. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

33. Non-Boycott Provision. The signatory executing this contract on behalf of BVNA verifies that BVNA does not boycott Israel and will not boycott Israel during the term of this agreement.

CLIENT
 By: 
 Print Name: Jason Lahmer
 Title: City Manager
 Date: 10-12-17

BVNA
 By: _____
 Print Name: _____
 Title: _____
 Date: _____
 DTQRR: _____
 Date: _____

ATTACHMENT A SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS: JL

BVNA INITIALS: _____

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

1 and 2 Family Residential construction plan review
\$125.00 per review

Single Family construction plan review and inspection / Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

CLIENT INITIALS: 

ATTACHMENT B (Cont.)**FEE SCHEDULE**

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year and using a regional modifier of 85%.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot X 0.85 = \$1,031,220.

The calculated construction valuation is greater than the declared construction valuation so \$1,031,220 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS:

BVNA INITIALS:



The following is hereby accepted as an amendment to Attachment B (Fee Schedule) of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Celina, Texas, dated October 12, 2017 by adding an inspection support fee.

FEE SCHEDULE

Inspection Support

\$125.00 per hour

City of Celina, Texas

By:

Jason Laumer

Title:

City Manager

Signature:

[Signature]

Date:

11-16-17

Bureau Veritas, North America, Inc.

By:

Van Tran

Title:

Vice President of Operations

Signature:

[Signature]

Date:

November 15, 2017

DTQRR:

Sara Rhodes

Date:

November 15, 2017

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections FY23)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: Creeks of Legacy - TIRZ #2 - Amended and Restated Project and Financing Plan

Action Requested:

Consider and act on a Resolution of the City of Celina, Texas, calling a public hearing of the Board of Directors of Tax Increment Reinvestment Zone Number Two on August 8, 2023, at 4:50 p.m. and a public hearing of the City Council on August 8, 2023, at 5:00 p.m. to receive public testimony on a proposed Amended and Restated Project and Financing Plan; providing a severability clause; and providing an effective date. (Behringer)

Background Information:

This Resolution accepts a Preliminary Amended and Restated Project and Financing Plan (PFP) for Tax Increment Reinvestment Zone Number Two (TIRZ #2). Additionally, it sets the public hearing for August 8, 2023.

Board Review/Citizen Input:

The TIRZ #2 Board recommends approval.

Legal Review:

The Resolution has been reviewed by the City Attorney.

Supporting Documents:

Resolution
 Amended and Restated Project and Financing Plan

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CALLING PUBLIC HEARINGS ON AN AMENDED & RESTATED FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), on May 22, 2014, the City Council of the City of Celina, Texas, approved and adopted Ordinance No. 2014-21, which among other things, created, established and designated Tax Increment Reinvestment Zone No. 2 (the “Zone”); established a Board of Directors for the Zone, and established a tax increment fund (the “TIRZ Fund”) into which the City is required by the Act to deposit its tax increment for approximately ±321.417 acres of land lying wholly within the city limits of the City (the “Property”);

WHEREAS, on June 18, 2014, the City Council adopted Ordinance No. 2014-26, approving the Reinvestment Zone Number Two, City of Celina Final Project and Finance Plan; and

WHEREAS, the City Council desires to call a public hearing by the Zone Board of Directors and a public hearing by the City Council to hear testimony on approving an Amended & Restated Final Project and Financing Plan using the notice substantially similar to the draft notice attached hereto as **Exhibit “A”**.

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

SECTION 1. FINDINGS. That the facts and recitations contained in the preamble of this Resolution are incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are hereby adopted as part of this Resolution for all purposes.

SECTION 2. SUFFICIENCY. The proposed draft of the Amended & Restated Final Project and Financing Plan for the Zone, attached hereto as **Exhibit “B”**, conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final project plan, as amended and restated, includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and

regulations, if any, of the county, (3) a list of estimated non-project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The proposed amended and restated final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs/economic development grants of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs/grants or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs/economic development grants and the expected sources of revenue to finance or pay project costs/economic development grants, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the estimated captured appraised value of the zone during each year of its existence, and (9) the duration of the zone.

SECTION 3. PUBLIC HEARINGS. The City Council hereby calls the two public hearings identified in detail in **Exhibit “A”** for **August 8, 2023**. The City Secretary is hereby directed to publish a notice, in a form substantially similar to **Exhibit “A”**, in a newspaper having general circulation in the City at least 7 days prior to August 8, 2023.

SECTION 4. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 11th DAY OF JULY, 2023.

RYAN TUBBS, MAYOR

ATTEST:

Lauren Vaughns, City Secretary

TIRZ No. 2 Creeks Calling Public Hearings for Amended & Restated Project and Finance Plan Adoption
Page 2 of 4

Exhibit A
Notice

**City of Celina Board of Directors of Reinvestment Zone
Number Two and City Council
Notice of Public Hearings on
Amendments to the Project and Financing Plan
of the Reinvestment Zone**

THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER TWO, CITY OF CELINA COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, AUGUST 8TH, 2023 AT 4:50 P.M.** AND THE CITY COUNCIL OF THE CITY OF CELINA WILL HOLD A PUBLIC HEARING ON **TUESDAY, AUGUST 8TH, 2023 AT 5:00 P.M.**, AND BOTH PUBLIC HEARINGS WILL BE HELD IN THE COUNCIL CHAMBERS AT 112 N. COLORADO STREET, CELINA, TEXAS, ON PROPOSED AMENDMENTS TO THE PROJECT PLAN AND FINANCING PLAN OF REINVESTMENT ZONE NUMBER TWO, CITY OF CELINA AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY CITIZEN AND ANY OWNER OF PROPERTY WITHIN THE REINVESTMENT ZONE TO PROTEST A REDUCTION IN THE PERCENTAGE OF THE TAX INCREMENT AND/OR OTHER AMENDMENTS TO THE PROJECT PLAN AND FINANCING PLAN. THE ZONE CONSISTS OF APPROXIMATELY ±321.417 ACRES LOCATED IN THE CITY OF CELINA, TEXAS IN COLLIN COUNTY AND DENTON COUNTY, AND DESCRIBED IN ORDINANCE NO. 2014-21 AVAILABLE AT CELINA CITY HALL FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST A REDUCTION IN THE PERCENTAGE OF THE TAX INCREMENT AND OTHER AMENDMENTS TO THE PROJECT PLAN AND FINANCING PLAN. FOLLOWING EACH PUBLIC HEARING, THE PRESIDING BODY WILL CONSIDER TAKING ACTION ON ADOPTION OF AN ORDINANCE AMENDING THE PROJECT AND FINANCING PLAN.

*Exhibit B**Draft of proposed Amended & Restated Project & Financing Plan*

TAX INCREMENT REINVESTMENT ZONE NO. 2

CITY OF CELINA, TEXAS

AMENDED AND RESTATED PROJECT PLAN AND FINANCING PLAN

JULY 11, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

TAX INCREMENT REINVESTMENT ZONE No. 2

CITY OF CELINA, TEXAS

AMENDED AND RESTATED PROJECT PLAN AND FINANCING PLAN

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1. AUTHORITY AND PURPOSE	1
1.2. ELIGIBILITY REQUIREMENTS	1
1.3. PRELIMINARY PLAN; HEARING	2
1.4. CREATION OF THE ZONE	2
1.5. BOARD RECOMMENDATIONS	2
1.6. COUNCIL ACTION	3
1.7. SUMMARY OF RESULTS	3
2. ASSESSMENT AND TAX COLLECTION PROCEDURES	5
2.1 AUTHORITY AND PURPOSE	5
2.2 METHODOLOGY	5
2.3 APPEALS	5
2.4 TAXATION PROCEDURES	6
2.5 PENALTIES AND INTEREST	7
2.6 TAX SALE	7
2.7 TAX RATES	8
3. PROJECT PLAN	9
3.1. DESCRIPTIONS AND MAPS	9
3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS	9
3.3. ESTIMATED NON-PROJECT COSTS	9
3.4. RELOCATION OF DISPLACED PERSONS	9
4. FINANCING PLAN	10
4.1. ESTIMATED PROJECT COSTS	10
4.2. PROPOSED PUBLIC IMPROVEMENTS	10
4.3. ECONOMIC FEASIBILITY	11
4.4. TIRZ PARTICIPATION LEVEL	12
4.5. ESTIMATED BONDED INDEBTEDNESS	12
4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS	13
4.7. METHOD OF FINANCING	13
4.8. TOTAL APPRAISED VALUE	13
4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY	13
4.10. DURATION OF THE ZONE; TERMINATION	13
5. ASSUMPTION AND LIMITATIONS	15
6. LIST OF EXHIBITS	17

EXHIBIT A – MAP OF THE PROPERTY AND TIRZ ZONE

EXHIBIT B - METES AND BOUNDS DESCRIPTION OF THE PROPERTY IN THE ZONE

**EXHIBIT C - PROJECTED INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL
PROPERTY TAX - ALL PHASES**

**EXHIBIT D - MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY
(CURRENT CONCEPT PLAN)**

EXHIBIT E - CURRENT (2022-23) LIST OF PARCELS IN THE ZONE - ALL PHASES

EXHIBIT F - PROJECT COSTS

EXHIBIT G - MAP OF PUBLIC IMPROVEMENTS

EXHIBIT H - INITIAL APPRAISED VALUE OF THE ZONE (BASE YEAR)

EXHIBIT I - DEVELOPMENT REGULATIONS

1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Celina, Texas, 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 of the City and within the 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 tax increment reinvestment zone is feasible, and that creation of the tax increment reinvestment zone is in the best interest of the City and the property in the tax increment reinvestment zone. The purpose of a tax increment reinvestment zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the tax increment reinvestment zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

Except as provided in the Act, an area may be designated as a tax increment reinvestment zone if such area 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 30% of the property in the proposed zone, excluding property that is publicly owned, is “used for residential purposes” (defined by the Act as follows: “... property is used for residential purposes if it is occupied by a house having fewer than five living units ...”) or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

The Zone. By City Council action on May 22, 2014, the City created a tax increment reinvestment zone to be known as “Tax Increment Reinvestment Zone No. 2, City of Celina” (the “Zone” or “TIRZ”) that includes approximately 318.357 acres depicted on **Exhibit A** and described on **Exhibit B** (the “Property”). The Property meets the eligibility requirements of the Act. The Property was undeveloped, and due to its size, location, and physical characteristics, development would not occur solely through private investment in the then foreseeable future. The Property substantially impaired and arrested the sound growth of the City because it was predominately underdeveloped due to factors such as no public infrastructure and the need for 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 for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisioned that the Property would be developed to take full advantage of the opportunity to bring to the City and to all of the region quality developments.

1.3. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on May 22, 2014, held 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 spoke for and against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the “Owners”) were given a reasonable opportunity to protest the inclusion of the Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated May 22, 2014 (the “Preliminary Plan”), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that have been undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects to be undertaken and financed have been determined by the Final Plan and by the Development Agreement (both hereinafter defined), which required approval by the Board (hereinafter defined) and by the City Council.

1.4. CREATION OF THE ZONE

Subsequent to the above-referenced public hearing, the City Council adopted Ordinance No. 2014-21 on May 22, 2014 (the “Creation Ordinance”) in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the “Board”).

1.5. BOARD RECOMMENDATIONS

Upon the creation of the Zone, the Board, during its June 18, 2014, meeting, reviewed the *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 2, City of Celina* (the “Final Plan”), and approved and recommended to the City Council the Final Plan, pursuant to which the City will contribute a portion of the ad valorem tax increment (the “Tax Increment”) 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”) to the costs of public works, public improvements, programs, and other projects benefiting the Zone.

(the remainder of this page is intentionally left blank)

1.6. COUNCIL ACTION

The City Council, taking into consideration the recommendations of the Board, considered and approved the Final Plan on June 18, 2014. The Final Plan is amended and restated in this Amended and Restated Plan (the “Amended Plan”) to reflect the change in the TIRZ participation level.

1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as proposed by CADG FRONTIER 192, LLC (the “Developer”);
- The development is anticipated to be fully buildout by 2025;
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of the Final Plan;
- The real property tax rate remains static at the fiscal year 2022 level in future years;
- The Zone is anticipated to include the 318.357 acres comprising the Property; and
- The City had originally committed to use 47.63% of the incremental revenues generated from the Property, which is now amended to 35.09%.

In summary, the TIRZ financing analysis indicates that, assuming three percent (3%) annual inflation through 2049 (and after completion of all phases), the Zone is estimated to have an incremental value of \$879,683,498 as of January 1, 2048.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2048. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Taxable Value	Base Value ^(a)	Incremental Taxable Value
2048	\$884,899,069	\$5,215,571	\$879,683,498

(a) The base value of \$5,215,571 represents the 2014 taxable assessed value shown in DCAD and CCAD records for the applicable parcels within the Zone.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B on the following page. The Property is anticipated to be fully built out by December 2024, and such fully built-out values are anticipated to be reflected in the 2025 property appraisal and the related incremental taxes will become fully available on taxes due as of January 2026. The development could not occur without the Public Improvements (as defined herein) constructed within the Zone. The total projected taxable value of the new development at build-out as of January 1, 2025, is \$448,371,057 with an

incremental value of \$443,155,486. Table 1-B illustrates the projected assessed value for taxes due as January 2025, assuming three percent (3%) annual inflation.

Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2025	Base Value^(a)	Total Projected Incremental Appraised Value at Buildout as of January 1, 2025	Total Projected Incremental Tax Revenue as of January 31, 2026
City of Celina	\$448,371,057	\$5,215,571	\$443,155,486	\$2,812,974

(a) The base value of \$5,215,271 represents the allocable share of the 2014 taxable assessed value shown in DCAD and CCAD records for the applicable parcels within the Zone.

Refer to **Exhibit C** for projected tax increment revenues for each year.

The financing plan for the categories of public works and public improvements (the "**Public Improvements**") contemplates the issuance of special revenue bonds by the City and/or reimbursement agreement(s) secured by special assessments ("**PID Assessments**") levied on property within the Creeks of Legacy Public Improvement District (the "**PID**"). The bonds secured by the PID Assessments are referred to as the "**PID Bonds**" and the total par amount for the initial series of PID Bonds issued in 2014 was \$15,325,000 and the principal amount of the reimbursement agreement for the initial phase of development, which was replaced with a second series of PID bonds (the "Additional PID Bonds") issued in 2018, was \$3,750,000.

The initial series of PID Bonds and Additional PID Bonds in the total outstanding amount of \$15,596,000 were refunded on May 31, 2023, resulting in a reduction in annual bond debt service payments.

A portion of the total Public Improvement costs were funded with the PID Bonds and/or reimbursement agreements. As a result, real property tax increment revenues have been used to pay a portion of the Project Costs by offsetting the PID Assessments imposed on the property within the PID.

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2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: <https://comptroller.texas.gov/taxes/property-tax/valuing-property.php>

2.3 APPEALS

According to the Denton County Appraisal District (“DCAD”) and the Collin County Appraisal District (“CCAD”), property owners may utilize the applicable DCAD appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, DCAD or Appraisal Review Board (“ARB”) that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the DCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the DCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB’s order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the DCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB’s order by filing with the chief appraiser of the DCAD a notice of appeal. The same process is applicable for CCAD.

2.4 TAXATION PROCEDURES

The assessment and property tax process for each tax year includes the steps shown in Table 2-A on the following page.

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Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 PENALTIES AND INTEREST

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

2.6 TAX SALE

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2022, the real property tax rate in the City is \$0.634759 per \$100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rate will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C below provides historical tax rates from fiscal years 2015 to 2022.

Table 2-C
Historical Tax Rates 2015-2022

Fiscal Year	City Tax Rate Per \$100 Assessed Value (M&O)	City Tax Rate Per \$100 Assessed Value (I&S)	City Tax Rate Per \$100 Assessed Value (Total)
2015-16	0.433512	0.211488	0.645000
2016-17	0.423269	0.221731	0.645000
2017-18	0.427800	0.217200	0.645000
2018-19	0.385416	0.259584	0.645000
2019-20	0.453683	0.191317	0.645000
2020-21	0.453125	0.191875	0.645000
2021-22	0.429385	0.215615	0.645000
2022-23	0.372702	0.262057	0.634759

Source: CCAD and City of Celina website.

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3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is currently located within the City. The Property is comprised of approximately 318.357 acres.

The Property was undeveloped, and there was limited public infrastructure to support development. Development required public infrastructure that: (1) the City could not provide; and (2) would not be provided solely through private investment in the then foreseeable future. A map of the Property and the Zone are shown on Exhibit A.

Proposed Uses. The Property was zoned consistent with the development regulations, which are also attached herein as Exhibit I (the “Development Regulations”). A map of the Property is shown in Exhibit A and description of the existing uses within the Property are shown on Table 3-A below and shown in Exhibit D.

Table 3-A
Description of Existing Uses

Property Type	Estimated Completion	Quantity	Measurement
Single-Family - 50 Ft	2025	404	Units
Single-Family - 60 Ft	2025	452	Units
Single-Family - 70 Ft	2025	185	Units
Total		1,041	

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided in Exhibit B. The list of Parcels in the Zone is shown in Exhibit E.

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property involved only those changes established by the City pursuant to the applicable Development Standards.

3.3. NON-PROJECT COSTS

Non-project costs are funds that have been spent to develop in the Zone but will not be financed by the Zone. The Non-project costs which are \$36,073,136, for the total property within the Zone.

3.4. RELOCATION OF DISPLACED PERSONS

No persons were displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the “Project Costs”) include the Administrative Costs, defined below, and the costs of the initial Public Improvements as well as related expenses, are estimated to be approximately \$8,928,417 (excluding the Administrative Costs), as set forth in Exhibit F. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

4.2. PUBLIC IMPROVEMENTS

Categories of Public Improvements. The public improvements financed as TIRZ Projects are described below. The actual costs of the TIRZ Projects eligible for financing through TIRZ incremental revenues are shown in Exhibit F.

Roadway Improvements

Frontier Parkway was a 2-lane gravel road. The Creeks of Legacy development expanded that to a 3-lane (120’ right-of-way) paved road approximately 7,485. Legacy Drive was a 2-lane gravel road. The Creeks of Legacy development expanded that to a six lane (120’ right-of-way) paved road approximately 3,430 linear feet.

Water Distribution System Improvements

There were no water services adjacent to the development. A twelve (12”) inch water line was constructed to serve the development. The line starts at an existing stub near the entrance of Light Farms to the northeast. The line continues along the east side of the Dallas North Tollway. The line crossed underneath the tollway and along the north side of Frontier Parkway. The total length along the tollway is 5,685 linear feet. An additional twelve (12”) water line extension was extended along Frontier Parkway to the west side of the Creeks of Legacy boundary and along Legacy Dr for approximately 16,594 linear feet.

Sanitary Sewer Improvements

An existing thirty-six (36”) inch Doe Branch sanitary sewer line is located north of the development. An eighteen (18”) inch gravity sanitary sewer line was connected into Doe Branch and then reduces to a fifteen (15”) inch gravity flow sewer line that runs along Frontier Parkway until it reaches the Dallas North Tollway. The line was designed to carry the flow of the

development along with the commercial tracts that have been located between the development and the Dallas North Tollway. The sanitary sewer line has also factored approximately 500 acres of commercial tracts located east of the tollway. This line benefits the entire development along with the surrounding areas.

Locations of Public Improvements. The locations of the Public Improvements constructed within the Zone, as further described in the Service and Assessment Plan for the PID, are shown in Exhibit G.

4.3. ECONOMIC FEASIBILITY

The development was developed on vacant land. As shown in Exhibit H, the base year (2014) aggregate taxable assessed value of the property in the development was \$5,215,271 (shown as assessed value in the DCAD and CCAD records). The development is projected to be fully built out by December 2024 based on the preliminary absorption estimated by the Developer.

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in Exhibit C. This evaluation focuses only on ‘direct’ financial benefits (i.e., projected tax revenues from new development in the Zone) of the Public Improvements to be constructed within the Zone and does not take into consideration the potential ‘multiplier effect’ of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The development could not occur without the Public Improvements constructed within the Zone. The total projected value of the development is \$884,899,069 as of January 1, 2048, with an incremental value of \$879,683,498. The development is projected to generate approximately \$5,583,870 in annual projected incremental real property taxes by January 31, 2049, and approximately \$107,644,459 during the anticipated term of the Zone as shown in Table 4-A below.

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value as of January 1, 2048	Total Projected Annual Incremental Tax Revenue (Due by January 31, 2049)	Total Projected Incremental Tax Revenue during the Term of the TIRZ
City of Celina	\$879,683,498	\$5,583,870	\$107,664,459

Approximately 64.91% of the new tax revenue generated from the development within the Zone will be retained by the City. The remaining approximately 35.09% of the tax revenue generated by the development within the Zone will continue to pay for Project Costs until any of the following: (i) on December 31, 2049; (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 to support any indebtedness of the Creeks of Legacy PID has been satisfied.

Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

These projections assume a three percent (3%) annual property value inflation factor. As shown in **Exhibit C**, the total incremental tax revenue is projected to be \$107,644,459. The TIRZ contribution amount towards the TIRZ Projects (Public Improvements) is anticipated to be \$38,389,359. As a result, the TIRZ is anticipated to generate \$69,255,100 (i.e., \$107,644,459 - \$38,389,359) in excess incremental real property taxes during the anticipated term of the Zone to be retained by the City for the payment of other costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B below shows the projected TIRZ contribution by each participating jurisdiction.

Table 4-B
Projected TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ^(a)	Total Projected Incremental Tax Revenue Available for payment of Project Costs^(b)	Total Projected Incremental Tax Revenue Retained by the City^(c)
City of Celina	\$107,644,459	\$38,389,359	\$69,255,100

^(a) Represents the projected incremental tax revenues generated from the Property.

^(b) Represents the total projected incremental tax revenue available for the payment of the Project Costs.

^(c) Represents the total projected incremental tax revenue available for the City assuming the TIRZ Contributions are paid out as projected.

4.4. TIRZ PARTICIPATION LEVEL

For properties within the TIRZ, 35.09% of the total City incremental real property tax revenue has been pledged to the TIRZ Fund as shown in Table 4-C below.

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level
City of Celina	35.09%

4.5. ESTIMATED BONDED INDEBTEDNESS

The approximately 318.357 acres comprising the Zone is also located within the PID. PID Bonds issued in 2014 and 2018, were refunded in 2023, to pay for and/or reimburse the Project Costs, in which a credit in the amount equal to 35.09% of the City total incremental real property tax revenue

for properties within the Zone have been made to offset the PID Assessment imposed on the property in the PID.

4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS

The Project Costs have been incurred and the Public Improvements have been constructed. The Administrative Costs have been incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. METHOD OF FINANCING

The City has been paying and will continue to pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the PID. The Final Plan has obligated the City to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay the TIRZ contributions to the PID as an offset to the PID Assessment imposed on the property in the PID or reimburse the Project Costs, if any. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Amended Plan is obligating the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax increment calculated as a millage rate per \$100 of taxable assessed value in the Zone that equals 35.09% of taxable incremental assessed value in the Zone from the City incremental property taxes collected in the Zone for the TIRZ term described in 4.10 herein.

4.8. TOTAL APPRAISED VALUE

The base year (2014) total taxable assessed value of taxable real property in the Zone was \$5,215,571 as shown in Exhibit H. It is estimated that upon expiration of the term of the Zone, the total taxable real property value in the Zone is estimated to be \$884,899,069.

4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone was created during calendar year 2014, the tax increment base of the Property has been \$5,215,271 as shown in Exhibit H.

4.10. DURATION OF THE ZONE; TERMINATION

The stated term of the Zone shall be until any of the following: (i.) on December 31, 2049; (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 to support any indebtedness of the Creeks of Legacy PID has been satisfied.

The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the DCAD or CCAD. This plan attempts to estimate how the DCAD or CCAD may estimate the value of the subject properties in the future. The values estimated by the DCAD or CCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The DCAD or CCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone have been able or willing to pay property taxes or if the tax collector has been able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2021 as shown in Table 2-C. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on three percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2022. Values in any future year may be less than values in 2022.

This report assumes that the subject properties have been developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.
2. No material changes will occur in (a) any federal, state, or local law, regulation or code affecting the subject properties or (b) any federal, state, or local grant, financing, or other program to be utilized in connection with the subject properties.
3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.
4. The subject properties will be served by adequate transportation, utilities and governmental facilities.
5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.
6. The subject properties will be developed, marketed, and operated in a highly professional manner.
7. There is no existing, impending, or threatened litigation that could hinder the development, marketing, or operation of the subject properties.
8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

6. LIST OF EXHIBITS

Unless otherwise stated, all references to “Exhibits” contained in this Amended Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Amended Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of the Property in the Zone
Exhibit C	Projected Incremental Assessed Values and Incremental Real Property Taxes – All Phases
Exhibit D	Map and Description of the Proposed Uses of the Property (Current Concept Plan)
Exhibit E	Current (2022-23) List of Parcels in the Zone – All Phases
Exhibit F	Project Costs
Exhibit G	Map of Public Improvements
Exhibit H	Initial Appraised Value of the Zone (Base Year)
Exhibit I	Development Regulations

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE

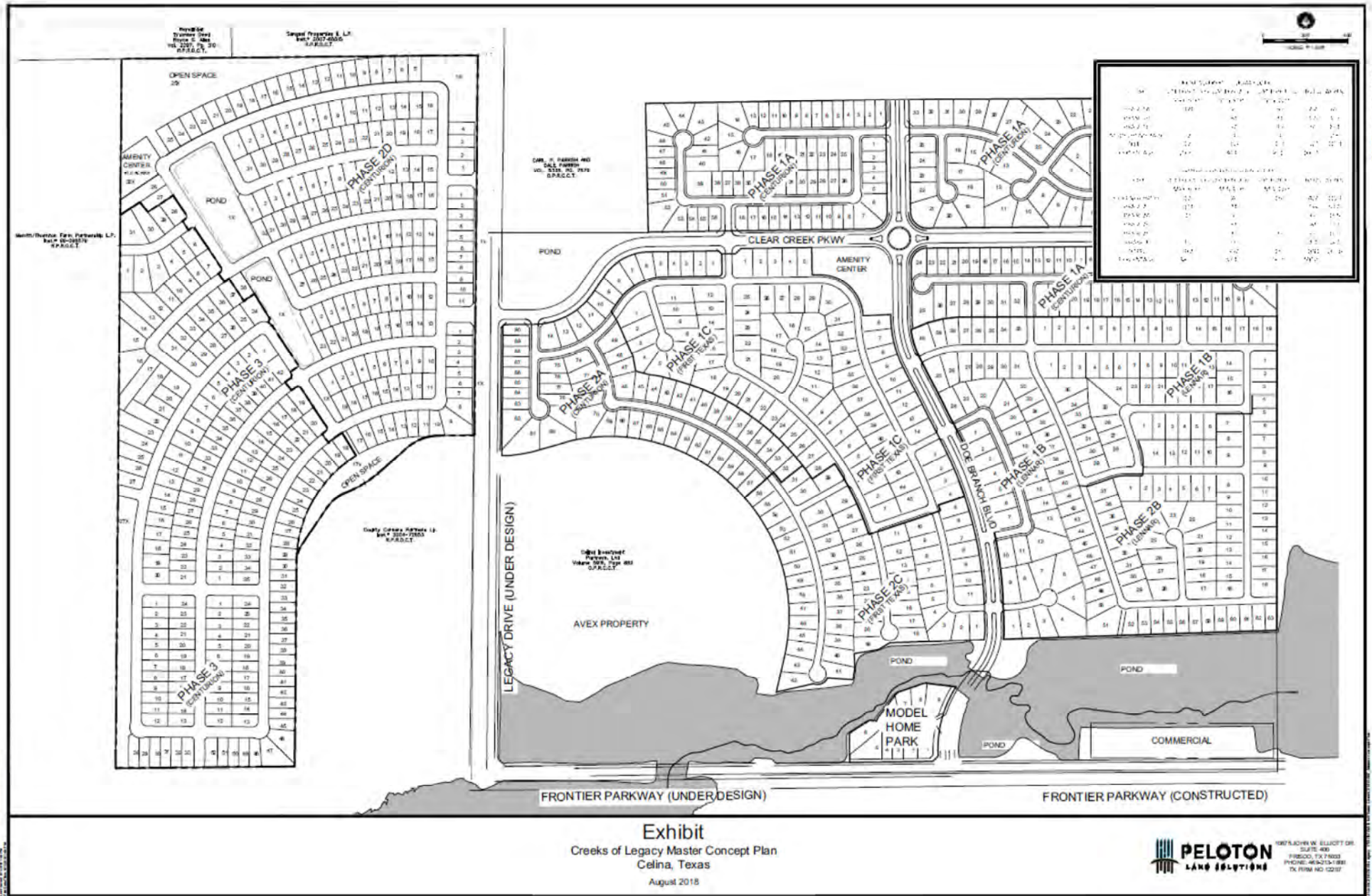


Exhibit
Creeks of Legacy Master Concept Plan
Celina, Texas
August 2018

PELOTON
LAND SOLUTIONS

1000 ADVENUE OF ELLIOTT DR
SUITE 400
FROEDDO, TX 78003
PHONE: (817) 881-1881
TX PERM NO 12237

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY IN THE ZONE

Metes and Bounds Description of the Zone

LEGAL DESCRIPTION POD A

BEING A 49.871 ACRE TRACT OF LAND SITUATED IN THE WILLIAM DAVENPORT SURVEY, ABSTRACT NUMBER 262 AND THE F. D. GRAY SURVEY, ABSTRACT NUMBER 361, COLLIN COUNTY, TEXAS. AND BEING A PORTION OF THAT CALLED 113.73 ACRE TRACT OF LAND DESCRIBED IN DEED TO FRONTIER TOLLWAY PARTNERS, LP AS RECORDED IN DOCUMENT NUMBER 20070618000828920 OF SAID O.P.R.C.C.T., ALSO BEING A PORTION OF THAT CALLED 125.52 ACRE TRACT OF LAND DESCRIBED IN DEED TO CELINA INVESTMENT PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2005-0062329 OF SAID O.P.R.C.C.T. SAID 49.871 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBE BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 2 inch iron pipe found for the southwest corner of said 125.52 acre tract, also lying in the approximate intersection of County Line Road Number 6 (Legacy Dr) and County Road NO. 5 (Frontier Parkway) both roads being a variable width Right-of-Way;

THENCE N 00°30'48"E [Record N 01°23'48"E], along the west line of said 125.52 acre tract and the approximate centerline of said County Line Road Number 6 a distance of 1492.66 feet, to a point for corner;

THENCE S 89°39'26"E, leaving said west line over and across said 125.52 acre tract a distance of 98.92 feet, to a point for the beginning of a curve to the left with a delta angle of 10°35'52", having a radius of 753.00 feet, a chord bearing of N 80°52'08"E, and a chord length of 139.08 feet;

Along said curve to the left an arc length of 139.28 feet, to a point for corner. Same being the beginning of a compound curve to the left, with a delta angle of 02°43'34", having a radius of 3778.00 feet, a chord bearing of N 74°15'44"E, and a chord length of 179.73 feet;

Along said compound curve to the left an arc length of 179.75 feet, to a point for corner, also being the beginning of a reverse curve to the right with a delta angle of 00°59'53", having a radius of 809.00 feet, a chord bearing of N 78°21'04"E, and a chord length of 14.09 feet;

Along said reverse curve to the right an arc length of 14.09 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for the **POINT OF BEGINNING** of the herein described tract.

THENCE N 00°48'18"W a distance of 200.34 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 12°13'02"W a distance of 222.95 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 00°30'48"E a distance of 192.77 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 89°11'42"E a distance of 343.68 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N00°48'18"W a distance of 149.44 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 89°11'42"E, a distance of 484.51 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 00°48'18"W, a distance of 149.44 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 89°11'42"E, a distance of 597.56 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE S 00°48'18"E, a distance of 70.86 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 89°11'44"E, a distance of 204.23 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE S 00°48'18"E, a distance of 78.58 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner, and being the beginning of a curve to the left with a delta angle of 26°19'31", having a radius of 498.13 feet, a chord bearing of S 13°58'03"E, and a chord length of 226.86 feet;

Along said curve to the left an arc length of 228.87 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE S 27°07'49"E, passing at a distance of 254.91 feet, the common east west line of said Frontier Tollway and Celina Investment Partners tracts, continuing in all a total distance of 267.48 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner, also being the beginning of a curve to the right ; with a delta angle of 25°04'37", having a radius of 1804.71 feet, a chord bearing of S 14°35'30"E, and a chord length of 783.59 feet;

Along said curve to the right an arc length of 789.88 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE S 01°53'04"E, a distance of 121.09 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner, and being the beginning of a curve to the right with a delta angle of 10°15'27", having a radius of 298.88 feet, a chord bearing of S

02°53'08"W, and a chord length of 53.44 feet;

Along said curve to the right an arc length of 53.51 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for the southeast corner hereof;

THENCE S 88°07'15"W, a distance of 413.96 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE S 58°23'38"W, a distance of 415.11 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 77°09'49"W, a distance of 276.96 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for the most southerly southwest corner hereof;

THENCE N 12°50'12"E, a distance of 94.53 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner, and being the beginning of a curve to the left with a delta angle of 114°44'39", having a radius of 809.00 feet, a chord bearing of N 43°46'40"W, and a chord length of 1362.66 feet;

Along said curve to the left an arc length of 1620.15 feet, to the **POINT OF BEGINNING** and containing 49.871 Acres of land more or less.

LEGAL DESCRIPTION POD A2

BEING A 11.882 ACRE TRACT OF LAND SITUATED IN THE WILLIAM DAVENPORT SURVEY, ABSTRACT NUMBER 262 AND THE F. D. GRAY SURVEY, ABSTRACT NUMBER 361, COLLIN COUNTY, TEXAS. AND BEING A PORTION OF THAT CALLED 113.73 ACRE TRACT OF LAND DESCRIBED IN DEED TO FRONTIER TOLLWAY PARTNERS, LP AS RECORDED IN DOCUMENT NUMBER 20070618000828920 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), ALSO BEING A PORTION OF THAT CALLED 125.52 ACRE TRACT OF LAND DESCRIBED IN DEED TO CELINA INVESTMENT PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2005-0062329 OF SAID O.P.R.C.C.T. SAID 11.882 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBE BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 2 inch iron pipe found for the southwest corner of said 125.52 acre tract, also being the northeast corner of that certain tract of land described by deed to County Corners Partners, L.P. by deed recorded in Document Number 2004-0082310 of said O.P.R.C.C.T. Also lying in the approximate intersection of County Road No. 5 and County Line Road both being variable width Right-of-ways;

THENCE N 89°18'16"E, along the common line of said 125.52 acres and County Corners Tracts with the approximate centerline of said County Road No.5 a distance of 1316.23 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for the **POINT**

OF BEGINNING of the herein described tract;

THENCE N 01°02'21" W, leaving said center and common line a distance of 97.53 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner, also being the beginning of a curve to the right with a delta angle of 19°30'03", having a radius of 965.00 feet, a chord bearing of N 05°39'24" E, and a chord distance of 326.86 feet;

Along said curve to the right an arc length of 328.44 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner;

THENCE N 12°50'12" E, a distance of 52.18 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for the northwest corner hereof;

THENCE S 77°09'49" E, a distance of 276.96 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner;

THENCE N 58°23'38" E, a distance of 415.11 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner;

THENCE N 88°07'15" E, a distance of 459.38 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for the northeast corner hereof, also being the beginning of a non-

tangent curve to the right with a delta angle of $28^{\circ}57'47''$, having a radius of 343.71 feet, a chord bearing of $S\ 21^{\circ}11'42''\ W$, and a chord distance of 171.90 feet;
 Along said non-tangent curve to the right an arc length of 173.74 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner;

THENCE $S\ 35^{\circ}40'35''\ W$, a distance of 121.80 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner also being the beginning of a curve to the left with a delta angle of $36^{\circ}22'10''$, having a radius of 453.30 feet, a chord bearing of $S\ 17^{\circ}29'30''\ W$, and a chord distance of 282.93 feet;
 Along said curve to the left an arc length of 287.74 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner;

THENCE $S\ 00^{\circ}36'01''\ E$, a distance of 104.76 feet, to a 5/8 inch capped iron rod set and stamped "PELTON" for corner, also lying in the south line of said Frontier Tollway tract and the approximate centerline of said County Road No.5;

THENCE $S\ 89^{\circ}34'04''\ W$, a distance of 21.22 feet, to a 1/2 inch iron rod found, being the southeast corner of said 125.52 acre tract and the southwest corner of said Frontier Tollway tract, also lying in the north line of that certain tract of land describe in deed to Mike A. Myers Investment Holdings L.P. as recorded in Document Number 2004-0158476 of said O.P.R.C.C.T.;

THENCE $S\ 89^{\circ}18'16''\ W$, along the south line of said 125.52 acre tract the north line of said Myers tract a distance of 886.47 feet, to the **POINT OF BEGINNING** and containing 11.882 acres of land more or less.

LEGAL DESCRIPTION POD B

BEING AN 80.701 ACRE TRACT OF LAND SITUATED IN THE WILLIAM DAVENPORT SURVEY, ABSTRACT NUMBER 262 AND THE F. D. GRAY SURVEY, ABSTRACT NUMBER 361, COLLIN COUNTY, TEXAS. AND BEING THE ENTIRE REMAINING PORTION OF THAT CALLED 33.0 ACRE TRACT OF LAND DESCRIBED IN DEED TO MARY C. MAYS AS RECORDED IN VOLUME 3415, PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.). ALSO BEING A PORTION OF THAT CALLED 113.73 ACRE TRACT OF LAND DESCRIBED IN DEED TO FRONTIER TOLLWAY PARTNERS, LP AS RECORDED IN DOCUMENT NUMBER 20070618000828920 OF SAID O.P.R.C.C.T., ALSO BEING A PORTION OF THAT CALLED 125.52 ACRE TRACT OF LAND DESCRIBED IN DEED TO CELINA INVESTMENT PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2005-0062329 OF SAID O.P.R.C.C.T. SAID 80.701 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBE BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 2 inch iron pipe found for the southwest corner of said 125.52 acre tract, also lying in the approximate intersection of County Line Road (Legacy Dr) and County Road NO. 5 (Frontier Parkway) both roads being a variable width Right-of-Way;

THENCE N 00°30'48"E [Record N 01°23'48"E], along the west line of said 125.52 acre tract and the approximate centerline of said County Line Road a distance of 1492.66 feet, to a 5/8 inch iron rod set and stamped "PELTON" being the southwest corner hereof and **the POINT OF**

BEGINNING of the herein described tract;

THENCE N 00°30'48"E, continuing along said west line and North County line Road a distance of 1011.26 feet, to a 3/4 inch iron rod found, being the northwest corner of said 125.52 acre tract and the southwest corner of said Mays tract;

THENCE N 00°23'44"W, along the west line of said Mays tract and centerline of said County Line Road, passing at a distance of 30.65 feet a 1/2 inch iron rod found being the northeast corner of that certain tract of land described in deed to Stongate Partners-Legacy, LP as recorded in Document Number 2008-9820 of the Real property Records of Denton County, Texas. Continuing in all a total distance of 60.00 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for the northwest corner hereof also being the southwest corner of that called 10.0 acre tract of land described in deed to Carl P. Parrish and dale Parrish as recorded in Volume 5335, page 7579 of said Collin County Records;

THENCE N 89°09'02"E, along the south line of said 10.0 acre tract a north line hereof and said Mays tract a distance of 753.03 feet, to a 5/8 inch capped iron rod found and stamped "BRENNAN", for an angle point hereof;

THENCE N 00°16'45"W, along a common line of said 10.0 acre and Mays tracts a distance of 600.61 feet, to a 5/8 inch capped iron rod found, for the most northerly northwest corner hereof

and lying in the south line of that certain tract of land described in deed to Donnye McCully as recorded in Document Number 2012032300033840 of said Collin County Records;

THENCE N 88°13'57"E, along the north line of said Mays tract a distance of 1062.60 feet, to a 1 inch iron rod found for corner;

THENCE S 89°51'14"E, continuing along the north line of said Mays tract a distance of 348.31 feet, to a 1 inch iron rod found, for corner. Also being the northeast corner of said Mays tract and the northwest corner of said Frontier Tollway tract and lying in the approximate common Abstract Line of said Davenport and Gray Surveys ;

THENCE N 89°27'22"E, along the north line of said Frontier Tollway tract a distance of 753.95 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

THENCE N 89°45'31"E, continuing along said north line a distance of 804.65 feet, to a 1/2 inch iron rod found for the northeast corner hereof and said Frontier Tollway tract, also being the northwest corner of that certain tract of land described in deed to 117 Farm Tollway Ltd as recorded in Document Number 2005-0088512 of said Collin County Records. From which a 1/2 inch iron rod found bears N 89°23'49"E, a distance of 754.20 [Record 754.00], being an angle point in the north line of said 117 Farm tract;

THENCE S 00°06'38"E, along the common line of said Frontier and 117 Farm Tollway tracts passing at a distance of 1005.69 feet, a 1/2 inch square metal pipe being the common west corner for said 117 Farm Tollway and that certain tract of land described in deed to Parvin Ranchers LP as recorded in Document Number 20090707000849620 of said Collin County, Records, continuing in all a total distance of 1036.37 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for the southeast corner hereof;

THENCE over and across said Frontier Tollway and Celina Investment Partners tracts the following twenty-one (21) courses and distances:

S 89°53'57"W a distance of 462.14 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

N 00°06'03"W a distance of 18.17 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

S 89°40'56"W a distance of 710.10 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

S 89°09'11"W, passing at a distance of 97.73 feet, the common east and west line of said Frontier Tollway and Celina Investment Partner tracts, continuing in all a total distance of 288.91 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

S 76°13'41"W a distance of 122.04 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

S 89°11'42"W a distance of 144.83 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

S 00°48'18"E a distance of 31.02 feet, to a 5/8 inch capped iron rod set and stamped "Peloton", for corner;

S 89°11'44"W a distance of 204.23 feet, to a 5/8 inch capped iron rod set and stamped

"Peloton", for corner;
 N 00°48'18"W a distance of 70.86 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 89°11'42"W a distance of 597.56 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 N 00°48'18"W a distance of 149.44 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 89°11'42"W a distance of 484.51 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 00°48'18"E a distance of 149.44 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 89°11'42"W a distance of 343.68 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 00°30'48"W a distance of 192.77 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 12°13'02"E a distance of 222.95 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner;
 S 00°48'18"E a distance of 200.33 feet, to a 5/8 inch capped iron rod set and stamped
 "Peloton", for corner, also being the beginning of a non-tangent curve to the left with a
 delta angle of 00°59'53", having a radius of 809.00 feet, a chord bearing of S
 78°21'04"W, and a chord length of 14.09 feet;
 Along said non-tangent curve to the left an arc length of 14.09 feet, to a 5/8 inch capped
 iron rod set and stamped "Peloton", for corner, Also being the beginning of a non-tangent
 curve to the right with a delta angle of 02°43'34", having a radius of 3778.00 feet, a chord
 bearing of S 74°15'44"W, and a chord length of 179.73 feet;
 Along said non-tangent curve to the right an arc length of 179.75 feet, to a 5/8 inch
 capped iron rod set and stamped "Peloton", for corner, the same being the beginning of a
 compound curve to the right with a delta angle of 10°35'52", having a radius of
 753.00 feet, a chord bearing of S 80°52'08"W, and a chord length of 139.08 feet;
 Along said compound curve to the right an arc length of 139.28 feet, to a 5/8 inch capped
 iron rod set and stamped "Peloton", for corner;
 N 89°39'26"W a distance of 98.92 feet, to the **POINT OF BEGINNING** and containing
 80.701 Acres of land more or less.

LEGAL DESCRIPTION POD C

BEING A 52.275 ACRE TRACT OF LAND SITUATED IN THE F.D. GRAY SURVEY ABSTRACT NUMBER 361 AND THE WILLIAM DAVENPORT SURVEY, ABSTRACT NUMBER 262 OF COLLIN COUNTY, TEXAS. AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO FRONTIER TOLLWAY PARTNERS, LP AS RECORDED IN DOCUMENT NUMBER 20070618800092890 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CALLED 125.52 ACRE TRACT OF LAND DESCRIBED BY DEED TO CELINA INVESTMENT PARTNERS, LTD, RECORDED IN VOLUME 5916, PAGE 862 OF SAID COUNTY RECORDS. SAID 52.275 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW.

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said Frontier Tollway tract also being the southwest corner of that certain tract of land described by deed to Tom Mosey, recorded in Document Number 1999-0024276 of said County Records. Also lying in the approximate centerline of County Road No. 5 also known as Frontier Parkway a variable width Right-of-Way, from which a 1/2 inch iron rod found bears S 89°34'04"W [Record N 89°57'18"W], along the approximate centerline of said County Road Number 5 a distance of 1577.18 [Record 1577.35] feet;

THENCE along the common line of said Frontier Tollway and Mosey tracts the following three (3) courses and distances:

N 00°25'31"W, passing at a distance of 30.49 feet, a 5/8 inch capped iron rod found and stamped "BRENNAN", lying in the approximate north line of said County Road No. 5, continuing in all a total distance of 412.89 feet, to a 1/2 inch iron rod found for an angle point;

N 85°36'04"W, a distance of 30.36 feet, to a 1/2 inch iron rod found for an angle point hereof;

N 00°06'38"W, a distance of 249.81 feet, to a 5/8 inch capped iron rod set, stamped "PELTON" for the southeast corner hereof and the **POINT OF BEGINNING** of the herein describe tract;

THENCE S 88°06'56"W, leaving said common line over and across said Frontier Tollway tract a distance of 1351.10 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner. Also being the beginning of a non-tangent curve to the left with a delta angle of 10°15'27", having a radius of 298.88 feet, a chord bearing of N 02°53'08"E, and a chord length of 53.44 feet;

Along said non-tangent curve to the left an arc length of 53.51 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 01°53'04"W, a distance of 121.09 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner. Also being the beginning of a curve to the left with a delta angle of 25°04'37", having a radius of 1804.71 feet, a chord bearing of N 14°35'30"W, and a chord length of 783.59 feet;

Along said curve to the left an arc length of 789.88 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 27°07'49"W, passing at a distance of 12.56 the common line of said Frontier Tollway and Celina Investment tracts, continuing in all a total distance of 267.48 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner. Also being the beginning of a curve to the right with a delta angle of 26°19'31", having a radius of 498.13 feet, a chord bearing of N 13°58'03"W, and a chord length of 226.86 feet;

Along said curve to the right an arc length of 228.87 feet, , to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 00°48'18"W, a distance of 109.60 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for the northwest corner hereof;

THENCE N 89°11'42"E, continuing over and across said Celina Investment tract a distance of 144.83 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 76°13'41"E, passing at a distance of 24.32 feet, the common line of said Frontier Tollway and Celina Investment tract, continuing in all a total distance of 122.04 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 89°09'11"E, over and across said Frontier Tollway tract a distance of 288.91 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for corner;

THENCE N 89°40'56"E, over and across said Frontier Tollway tract a distance of 710.10 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for an angle point hereof for corner;

THENCE S 00°06'03"E, a distance of 18.17 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for an angle point hereof for corner;

THENCE N 89°53'57"E, a distance of 462.14 feet, to a 5/8 inch capped iron rod set and stamped "PELTON", for the northeast corner hereof, lying in the common line of said Frontier Tollway tract and that certain tract of land describe by deed to Parvin Ranchers, LP record in Document Number 20090707000849620 of said County, Records, from which a 1/2 inch iron rod found bears N 00°06'38"W, a distance of 1036.37 feet, being the northeast corner of said Frontier Tollway tract;

THENCE S 00°06'38"E [Record S 00°16'42"W], along the east line of said Frontier

Tollway tract passing at a distance of 417.17 feet, a 1/2 inch square pipe being the southwest corner of said Parvin Ranchers and the northwest corner of said Tom Mosey tract, continuing in all a total distance of 1478.02 feet, to the **POINT OF BEGINNING** and containing 52.275 Acres of land more or less.

LEGAL DESCRIPTION

BEING ALL OF THAT TRACT OF LAND SITUATED IN THE J. MCKINN SURVEY, ABSTRACT NUMBER 889, DENTON COUNTY, TEXAS AND DESCRIBED BY DEED TO STONEGATE PARTNERS LP, RECORDED IN DOCUMENT NUMBER 2008-9820 REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND

DESCRIBED BY DEED TO JAMES CHAN AND WIFE CHIN CHAO WU, RECORDED IN VOLUME 2522, PAGE 1005, SAID REAL PROPERTY RECORDS, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 1/2 INCH IRON ROD ALSO BEING IN THE APPROXIMATE CENTERLINE OF COLLIN COUNTY ROAD NUMBER 6, ALSO KNOWN AS LEGACY DRIVE;

THENCE S 00°30'30"W, (PREVIOUSLY RECORDED AS S 02°08'05"W), AT 30.80 FEET PASSING A 5/8 INCH IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO MARY C. MAYS, RECORDED IN VOLUME 3415, PAGE 98, SAID OFFICIAL PUBLIC RECORDS, IN ALL 910.24 FEET, WITH THE APPROXIMATE CENTERLINE OF SAID LEGACY DRIVE, AND THE EAST LINE OF SAID MCKINN SURVEY, TO THE NORTHEAST CORNER OF THE REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO COUNTY CORNERS PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 2004-72653, SAID REAL PROPERTY RECORDS, FROM WHICH A 1/2 INCH SQUARE PIPE BEARS S 64°49'03"E, 0.23 FEET;

THENCE WITH THE COMMON SOUTHEAST LINE OF THIS TRACT AND THE NORTHWEST LINE OF SAID COUNTY CORNER PARTNERS TRACT THE FOLLOWING COURSES AND DISTANCES;

S 89°28'55"W, (PREVIOUSLY RECORDED AS N 88°53'30"W), 227.04 FEET, LEAVING SAID APPROXIMATE CENTERLINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 167.94 FEET, THROUGH A CENTRAL ANGLE OF 40°56'46", HAVING A RADIUS OF 235.00 FEET, THE LONG CHORD WHICH BEARS S 69°00'32"W,

(PREVIOUSLY RECORDED AS S 70°38'08"W), 164.39 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

S 48°32'09"W, (PREVIOUSLY RECORDED AS S 50°09'45"W), 159.09 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 194.09 FEET, THROUGH A CENTRAL ANGLE OF $19^{\circ}40'57''$, HAVING A RADIUS OF 565.00 FEET, THE LONG CHORD WHICH BEARS S $58^{\circ}22'38''$ W, (PREVIOUSLY RECORDED AS S $60^{\circ}00'13''$ W), 193.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 119.79 FEET, THROUGH A CENTRAL ANGLE OF $34^{\circ}19'00''$, HAVING A RADIUS OF 200.00 FEET, THE LONG CHORD WHICH BEARS S $51^{\circ}03'36''$ W, (PREVIOUSLY RECORDED AS S $52^{\circ}41'12''$ W), 118.01 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

S $33^{\circ}54'06''$ W, 214.10 FEET, (PREVIOUSLY RECORDED AS S $35^{\circ}31'42''$ W), 213.79 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 81.66 FEET, (PREVIOUSLY RECORDED AS 84.46 FEET), THROUGH A CENTRAL ANGLE OF $33^{\circ}25'18''$, (PREVIOUSLY RECORDED AS $34^{\circ}33'51''$), HAVING A RADIUS OF 140.00 FEET, THE LONG CHORD WHICH BEARS S $17^{\circ}11'27''$ W, 80.51 FEET, (PREVIOUSLY RECORDED AS S $18^{\circ}14'46''$ W, 83.18), TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S $00^{\circ}28'48''$ W, 965.97 FEET, (PREVIOUSLY RECORDED AS S $02^{\circ}07'00''$ W, 963.52 FEET), WITH THE WEST LINE OF SAID COUNTY CORNERS TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AND BEING THE NORTHEAST OF A CALLED 1.358 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA, RECORDED IN INSTRUMENT NUMBER 2008-9821, SAID REAL PROPERTY RECORDS;

THENCE S $89^{\circ}28'22''$ W, (PREVIOUSLY RECORDED AS S $88^{\circ}53'26''$ W), 845.25 FEET, WITH THE NORTH LINE OF SAID 1.358 ACRE TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO MERRITT/THORNTON FARM PARTNERSHIP L.P., RECORDED IN DOCUMENT NUMBER 99-096579, SAID REAL PROPERTY RECORDS,

FROM WHICH A 1/2 INCH IRON ROD, FOUND AT THE SOUTHWEST CORNER OF SAID CITY OF CELINA TRACT BEARS S 00°29'27"W, 70.01 FEET;

THENCE N 00°29'27"E, (PREVIOUSLY RECORDED AS N 02°07'39"E), 2464.63 FEET, WITH SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND, THE NORTHEAST CORNER OF SAID MERRITT/THORNTON TRACT, IN THE SOUTH LINE OF AFORESAID WU TRACT;

THENCE N 89°28'57"E, PASSING AT 1714.54 FEET A 1/2 INCH SQUARE PIPE FOUND, IN ALL 1739.53 FEET, (PREVIOUSLY RECORDED AS S 88°53'20"E, 1739.06 FEET), WITH THE SOUTH LINE OF SAID WU TRACT, TO THE POINT OF BEGINNING AND CONTAINING 3,036,616 SQUARE FEET OR 69.711 ACRES OF LAND MORE OR LESS.

LEGAL DESCRIPTION

BEING ALL OF THAT TRACT OF LAND SITUATED IN THE A. THOMASON SURVEY, ABSTRACT NUMBER 1265, AND THE WILLIAM PHILLIPS SURVEY, ABSTRACT NUMBER 1029, DENTON COUNTY, TEXAS, DESCRIBED BY DEED TO JAMES CHAN WU AND WIFE CHIN-CHAO WU, RECORDED IN VOLUME 2522, PAGE 1005, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL FOUND IN THE APPROXIMATE CENTERLINE INTERSECTION OF LEGACY DRIVE AND FRONTIER PARKWAY, BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 BY DEED TO COUNTY CORNERS PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 2004-72653, SAID REAL PROPERTY RECORDS

THENCE N 00°30'30"E, WITH THE CENTERLINE OF SAID LEGACY DRIVE, 2534.67 FEET TO A 1/2 INCH IRON ROD FOUND, THE SOUTHEAST CORNER OF SAID WU TRACT, THE NORTHEAST CORNER OF THE REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO STONEGATE PARTNERS-LEGACY LP, RECORDED IN DOCUMENT NUMBER 2008-9820, SAID REAL PROPERTY RECORDS, AND THE POINT OF BEGINNING;

THENCE S 89°28'57"W, 1739.26 FEET, WITH THE COMMON NORTH LINE OF SAID STONEGATE TRACT AND THE SOUTH LINE OF SAID WU TRACT TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND, THE COMMON NORTHWEST CORNER OF SAID STONEGATE TRACT AND THE SOUTHWEST CORNER OF SAID WU TRACT, BEING IN THE EASTERNMOST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO J.H. MERRITT, RECORDED IN VOLUME 194, PAGE 290, SAID REAL PROPERTY RECORDS;

THENCE N 00°29'21"E, 882.00 FEET, WITH SAID EAST LINE TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED DAA, THE EASTERNMOST NORTHEAST CORNER OF SAID MERRITT TRACT;

THENCE N 89°24'55"E, 1739.80 FEET, TO A 1/2 INCH IRON ROD, FOUND;

THENCE S 00°31'19"W, 884.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,535,790 SQUARE FEET OR 35.257 ACRES OF LAND MORE OR LESS.

Description of 21.66 Acres

BEING that certain tracts of land situated in the F.D. Gray Survey, Abstract Number 361 Collin County, Texas, and being a portion of those tracts of land described by deed to CADG Frontier 192, LLC., recorded in Instrument Number 20130903001238300 of Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said CADG Frontier 192 tract and the southwest corner of that tract of land described by deed to Tom Mosey, recorded in Instrument Number 1999-0024276 of the Official Public Records of Collin County, Texas;

THENCE S 89°34'04"W, 1547.45 feet with the south line of said CADG tract

THENCE N 00°41'44"W, 110.14 feet, departing said south line to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 299.53 feet, through a central angle of 37°43'04", having a radius of 455.00 feet, the long chord which bears N 18°09'49"E, 294.15 feet;

THENCE N 37°01'21"E, 100.00 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 179.66 feet, through a central angle of 29°50'12", having a radius of 345.00 feet, the long chord which bears N 22°06'15"E, 177.63 feet;

THENCE N 88°06'56"E, 1296.88 feet to the east line of said CADG tract and being in the west line of aforementioned Mosey tract;

THENCE S 00°06'38"E, 249.81 feet with said common line;

THENCE S 85°36'04"E, 30.36 feet, continuing with said common line;

THENCE S 00°25'31"E, 412.89 feet, continuing with said common line, to the **Point of Beginning** and containing 943,273 square feet or 21.66 acres of land more or less.

EXHIBIT C
**PROJECTED INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL
PROPERTY TAXES – ALL PHASES**

**CELINA TAX INCREMENT REINVESTMENT ZONE No. 2
CITY OF CELINA, TX**

Exhibit C: Projected Incremental Assessed Values and Incremental Real Property Tax - All Phases

Assessment Year	3.00% Inflation Factor	Estimated Taxable Assessed Value	Base Year Value (2014)	Estimated Incremental Taxable Value ¹	City of Celina Tax Rate ²	Estimated Incremental Real Property Tax	TIRZ Participation Percentage ³	Incremental Real Property Tax Available for TIRZ Obligations
1-Jan-14	100.0%	\$5,215,571	(\$5,215,571)	\$0	\$0.6450	\$0	47.63%	\$0
1-Jan-15	198.9%	\$10,371,857	(\$5,215,571)	\$5,156,286	\$0.6450	\$33,258	47.63%	\$0
1-Jan-16	311.1%	\$32,263,777	(\$5,215,571)	\$27,048,206	\$0.6450	\$33,258	47.63%	\$15,831
1-Jan-17	173.3%	\$55,922,136	(\$5,215,571)	\$50,706,565	\$0.6450	\$174,461	47.63%	\$83,043
1-Jan-18	199.2%	\$111,380,176	(\$5,215,571)	\$106,164,605	\$0.6450	\$327,057	47.63%	\$155,725
1-Jan-19	139.8%	\$155,728,720	(\$5,215,571)	\$150,513,149	\$0.6450	\$684,762	47.63%	\$325,137
1-Jan-20	139.5%	\$217,285,040	(\$5,215,571)	\$212,069,469	\$0.6450	\$970,810	47.63%	\$460,321
1-Jan-21	122.2%	\$265,582,790	(\$5,215,571)	\$260,367,219	\$0.6450	\$1,367,848	47.63%	\$643,230
1-Jan-22	142.8%	\$379,354,427	(\$5,215,571)	\$374,138,856	\$0.6348	\$1,679,369	47.63%	\$784,966
1-Jan-23	106.06%	\$402,359,970	(\$5,215,571)	\$397,144,399	\$0.6348	\$2,520,910	35.09%	\$884,543
1-Jan-24	105.72%	\$425,365,513	(\$5,215,571)	\$420,149,942	\$0.6348	\$2,666,940	35.09%	\$935,782
1-Jan-25	105.41%	\$448,371,057	(\$5,215,571)	\$443,155,486	\$0.6348	\$2,812,969	35.09%	\$987,021
1-Jan-26	103.00%	\$461,822,188	(\$5,215,571)	\$456,606,617	\$0.6348	\$2,898,352	35.09%	\$1,016,981
1-Jan-27	103.00%	\$475,676,854	(\$5,215,571)	\$470,461,283	\$0.6348	\$2,986,295	35.09%	\$1,047,838
1-Jan-28	103.00%	\$489,947,160	(\$5,215,571)	\$484,731,589	\$0.6348	\$3,076,877	35.09%	\$1,079,622
1-Jan-29	103.00%	\$504,645,574	(\$5,215,571)	\$499,430,003	\$0.6348	\$3,170,177	35.09%	\$1,112,359
1-Jan-30	103.00%	\$519,784,942	(\$5,215,571)	\$514,569,371	\$0.6348	\$3,266,275	35.09%	\$1,146,079
1-Jan-31	103.00%	\$535,378,490	(\$5,215,571)	\$530,162,919	\$0.6348	\$3,365,257	35.09%	\$1,180,809
1-Jan-32	103.00%	\$551,439,845	(\$5,215,571)	\$546,224,274	\$0.6348	\$3,467,208	35.09%	\$1,216,582
1-Jan-33	103.00%	\$567,983,040	(\$5,215,571)	\$562,767,469	\$0.6348	\$3,572,217	35.09%	\$1,253,428
1-Jan-34	103.00%	\$585,022,531	(\$5,215,571)	\$579,806,960	\$0.6348	\$3,680,377	35.09%	\$1,291,379
1-Jan-35	103.00%	\$602,573,207	(\$5,215,571)	\$597,357,636	\$0.6348	\$3,791,781	35.09%	\$1,330,469
1-Jan-36	103.00%	\$620,650,403	(\$5,215,571)	\$615,434,832	\$0.6348	\$3,906,528	35.09%	\$1,370,732
1-Jan-37	103.00%	\$639,269,915	(\$5,215,571)	\$634,054,344	\$0.6348	\$4,024,717	35.09%	\$1,412,202
1-Jan-38	103.00%	\$658,448,013	(\$5,215,571)	\$653,232,442	\$0.6348	\$4,146,452	35.09%	\$1,454,917
1-Jan-39	103.00%	\$678,201,453	(\$5,215,571)	\$672,985,882	\$0.6348	\$4,271,838	35.09%	\$1,498,913
1-Jan-40	103.00%	\$698,547,497	(\$5,215,571)	\$693,331,926	\$0.6348	\$4,400,987	35.09%	\$1,544,229
1-Jan-41	103.00%	\$719,503,922	(\$5,215,571)	\$714,288,351	\$0.6348	\$4,534,010	35.09%	\$1,590,904
1-Jan-42	103.00%	\$741,089,039	(\$5,215,571)	\$735,873,468	\$0.6348	\$4,671,023	35.09%	\$1,638,980
1-Jan-43	103.00%	\$763,321,711	(\$5,215,571)	\$758,106,140	\$0.6348	\$4,812,147	35.09%	\$1,688,498
1-Jan-44	103.00%	\$786,221,362	(\$5,215,571)	\$781,005,791	\$0.6348	\$4,957,505	35.09%	\$1,739,501
1-Jan-45	103.00%	\$809,808,003	(\$5,215,571)	\$804,592,432	\$0.6348	\$5,107,223	35.09%	\$1,792,035
1-Jan-46	103.00%	\$834,102,243	(\$5,215,571)	\$828,886,672	\$0.6348	\$5,261,433	35.09%	\$1,846,144
1-Jan-47	103.00%	\$859,125,310	(\$5,215,571)	\$853,909,739	\$0.6348	\$5,420,269	35.09%	\$1,901,877
1-Jan-48	103.00%	\$884,899,069	(\$5,215,571)	\$879,683,498	\$0.6348	\$5,583,870	35.09%	\$1,959,282
						\$107,644,459		\$38,389,359

MuniCap, Inc.

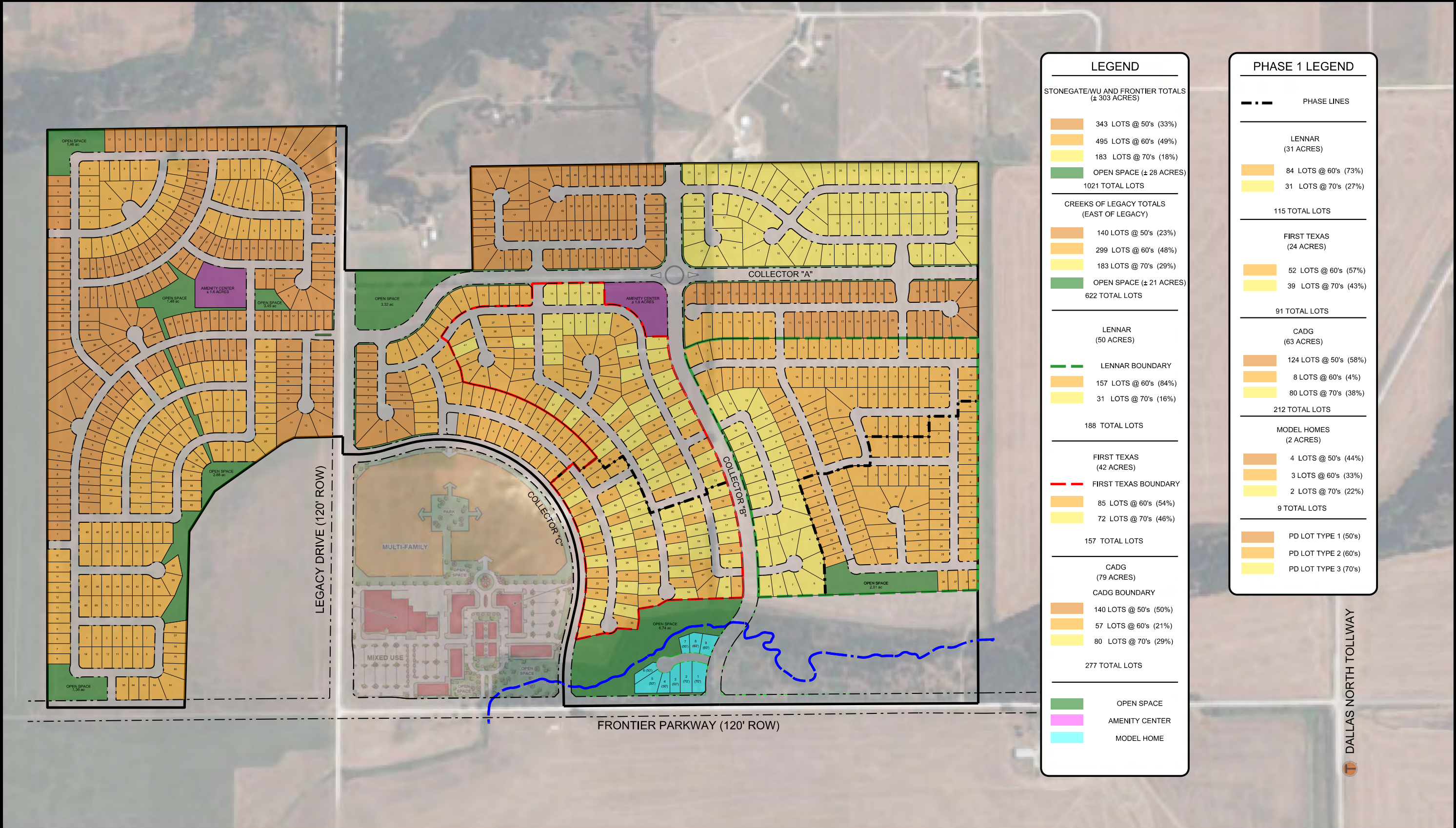
[https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Celina/Creeks of Legacy/CONSULTING/TIRZ PLAN/Projections/\[Celina TIRZ - Proj No 1.1.1-A.xlsx\]VII-A Est. TIF Revenues](https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Celina/Creeks of Legacy/CONSULTING/TIRZ PLAN/Projections/[Celina TIRZ - Proj No 1.1.1-A.xlsx]VII-A Est. TIF Revenues)
30-Jun-23

¹ The incremental taxable values through 2022 represent actual values per DCAD and CCAD. The incremental taxable values from 2023 onwards are estimated based on a projected full stabilization in 2025.

² The tax rates through 2022 are actual tax rates. Incremental real property taxes from 2023 onwards are projected based on 2022-23 city tax rate.

³ The City's TIRZ participation level was 47.63% through 2022-23 and is being amended to 35.09% after refunding of the related PID bonds. 35.09% of the incremental real property tax will be available to the PID to pay debt service on the 2023 PID refunding Bonds.

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY
(CURRENT CONCEPT PLAN)



CONCEPT PLAN
CREEKS OF LEGACY
CELINA, TEXAS
MAY 23, 2014



10875 JOHN W. ELLIOT DR., STE 400/FRISCO, TX 75033/469-213-1800

EXHIBIT E
CURRENT (2022-23) LIST OF PARCELS IN THE ZONE – ALL PHASES

**CELINA TAX INCREMENT REINVESTMENT ZONE No. 2
CITY OF CELINA, TX**

Exhibit E: Current (2022-23) List of Parcels in the Zone - All Phases

Parcel	Lot Type	Assessed Value (2022)
2733232	50	\$438,120
2733251	50	\$433,986
2733252	50	\$489,599
2733253	50	\$339,046
2733254	50	\$428,165
2733255	50	\$445,500
2733256	50	\$545,934
2733257	50	\$534,544
2733258	50	\$337,521
2733259	50	\$435,600
2733260	50	\$504,900
2733261	50	\$416,417
2733262	50	\$442,200
2733234	50	\$561,371
2733263	50	\$492,025
2733264	50	\$435,600
2733265	50	\$454,009
2733266	50	\$424,710
2733267	50	\$520,446
2733268	50	\$411,192
2733269	50	\$559,233
2733270	50	\$397,306
2733271	50	\$472,698
2733272	50	\$409,475
2733273	50	\$437,361
2733274	50	\$440,783
2733235	50	\$544,992
2733275	50	\$429,000
2733276	50	\$365,185
2733277	50	\$540,292
2733278	50	\$337,521
2733279	50	\$555,880
2733280	50	\$436,862
2733281	50	\$365,926
2733282	50	\$335,081
2733283	50	\$575,272
2733284	50	\$424,710

Parcel	Lot Type	Assessed Value (2022)
2733285	50	\$405,446
2733286	50	\$334,467
2733287	50	\$454,306
2733288	50	\$431,200
2733289	50	\$331,723
2733290	50	\$401,467
2733291	50	\$435,260
2733292	50	\$361,942
2733293	50	\$387,482
2733294	50	\$413,795
2733295	50	\$363,537
2733296	50	\$404,347
2733297	50	\$440,562
2733298	60	\$476,300
2733299	60	\$473,000
2733300	60	\$568,582
2733301	60	\$513,043
2733302	60	\$429,020
2733303	60	\$409,388
2733304	60	\$376,028
2733305	60	\$468,925
2733236	70	\$504,874
2733306	70	\$525,868
2733307	70	\$589,000
2733308	70	\$444,798
2733309	70	\$557,810
2733310	70	\$495,791
2733311	70	\$499,319
2733312	70	\$482,790
2733313	70	\$626,732
2733314	70	\$562,961
2733315	70	\$430,500
2733316	70	\$414,873
2733317	70	\$555,064
2733318	70	\$639,705
2733319	70	\$468,213
2733320	70	\$616,202
2733321	70	\$443,789
2733322	70	\$513,187
2733323	70	\$638,791
2733324	70	\$619,494
2733325	70	\$423,500
2733326	70	\$133,304

Parcel	Lot Type	Assessed Value (2022)
2733327	70	\$484,780
2733328	70	\$653,358
2733329	70	\$126,182
2733330	70	\$422,008
2733331	70	\$652,894
2733332	70	\$390,405
2733333	70	\$666,039
2733334	70	\$562,023
2733335	70	\$123,555
2733336	70	\$504,848
2733337	70	\$121,580
2733237	70	\$652,506
2733338	70	\$413,978
2733339	70	\$124,754
2733340	70	\$141,612
2733341	70	\$105,105
2733342	70	\$105,105
2733343	70	\$124,754
2733344	70	\$672,055
2733345	70	\$479,337
2733346	70	\$200,992
2733347	70	\$445,676
2733348	70	\$487,300
2733349	70	\$532,000
2733350	70	\$477,850
2733351	70	\$697,867
2733352	70	\$483,167
2733353	70	\$517,466
2733354	70	\$685,000
2733355	70	\$119,771
2733356	70	\$636,961
2733357	70	\$146,828
2733358	70	\$123,986
2733238	70	\$214,962
2733359	70	\$471,836
2733360	70	\$671,549
2733361	70	\$428,606
2733362	70	\$633,061
2733363	70	\$454,288
2733364	70	\$737,179
2733365	70	\$558,932
2733366	70	\$677,000
2733367	70	\$477,839

Parcel	Lot Type	Assessed Value (2022)
2733368	70	\$537,240
2733369	70	\$506,868
2733370	70	\$524,471
2733371	70	\$496,310
2733372	70	\$432,057
2733373	70	\$420,730
2733374	70	\$503,360
2733375	70	\$486,575
2733376	70	\$538,911
2733377	70	\$419,870
2733378	70	\$504,900
2733379	70	\$129,759
2733380	70	\$513,187
2733381	70	\$471,796
2733382	70	\$527,648
2733239	50	\$406,042
2733383	50	\$435,260
2733384	50	\$518,334
2733385	50	\$488,157
2733386	50	\$442,252
2733387	50	\$432,300
2733388	50	\$479,064
2733389	50	\$406,498
2733390	50	\$442,200
2733391	50	\$430,157
2733392	50	\$537,608
2733393	50	\$540,500
2733394	50	\$555,812
2733395	50	\$499,126
2733396	50	\$525,672
2733397	50	\$431,200
2733398	50	\$502,713
2733399	50	\$552,522
2733240	50	\$382,267
2733400	50	\$336,588
2733401	50	\$398,827
2733402	50	\$216,751
2733403	50	\$336,406
2733404	50	\$430,023
2733405	50	\$420,200
2733406	50	\$452,482
2733407	50	\$399,466
2733408	50	\$430,273

Parcel	Lot Type	Assessed Value (2022)
2733409	50	\$332,780
2733410	50	\$344,556
2733411	50	\$450,913
2733412	50	\$460,900
2733413	50	\$552,838
2733414	50	\$600,538
2733415	50	\$449,504
2733416	50	\$363,552
2733417	50	\$401,979
2733418	50	\$520,081
2733419	50	\$484,584
2733420	50	\$421,080
2733421	50	\$578,000
2733422	50	\$401,321
2733423	50	\$459,846
2733424	50	\$405,996
2733425	50	\$404,572
2733426	50	\$536,523
2733427	50	\$580,945
2733428	50	\$435,118
2733429	50	\$335,680
2733430	50	\$341,220
2733431	50	\$365,185
2733432	50	\$332,866
2733433	50	\$408,100
2733434	50	\$423,500
2733435	50	\$338,404
2733436	50	\$404,907
2733437	50	\$215,050
2733438	50	\$541,311
2733439	50	\$409,825
2733440	50	\$366,719
2733441	50	\$567,000
2733442	50	\$346,400
2733443	50	\$631,061
2733444	50	\$430,797
2733445	50	\$206,676
2733446	50	\$366,658
2733447	50	\$379,133
2733448	50	\$411,400
2733449	50	\$452,203
2733450	50	\$629,827
2733451	50	\$582,000

Parcel	Lot Type	Assessed Value (2022)
2733452	50	\$383,546
2733453	50	\$410,300
2733454	50	\$430,100
2726852	70	\$651,093
2726853	70	\$408,261
2726854	50	\$435,857
2726855	50	\$331,920
2726856	50	\$442,870
2726857	50	\$469,461
2726858	60	\$179,276
2726859	60	\$189,853
2726860	60	\$542,421
2726865	70	\$577,835
2726878	70	\$503,408
2726879	70	\$627,233
2726880	70	\$528,693
2726881	70	\$483,000
2726882	70	\$594,874
2726883	70	\$342,152
2726884	70	\$534,651
2726885	70	\$595,387
2726886	70	\$544,000
2726887	70	\$636,032
2726888	70	\$597,335
2726889	70	\$537,216
2726890	70	\$667,406
2726891	70	\$412,707
2726892	70	\$526,799
2726893	70	\$388,598
2726894	70	\$426,800
2726895	70	\$407,245
2726896	70	\$551,563
2726897	70	\$509,410
2726898	70	\$598,853
2726899	70	\$449,900
2726900	70	\$410,460
2726901	60	\$623,092
2726902	60	\$564,667
2726903	60	\$424,303
2726904	60	\$249,235
2726905	60	\$571,732
2726906	60	\$515,000
2726907	60	\$514,379

Parcel	Lot Type	Assessed Value (2022)
2726908	60	\$523,930
2726909	60	\$415,258
2726910	60	\$476,424
2726911	60	\$520,809
2726912	60	\$399,358
2726913	60	\$458,130
2726914	60	\$378,260
2726915	60	\$417,100
2726916	60	\$653,704
2726866	70	\$419,399
2726917	70	\$486,237
2726918	70	\$412,009
2726919	70	\$588,935
2726920	70	\$551,776
2726921	70	\$491,240
2726922	70	\$396,933
2726867	60	\$476,507
2726923	60	\$400,860
2726924	60	\$289,919
2726868	60	\$427,358
2726925	60	\$185,658
2726926	60	\$408,868
2726927	60	\$459,202
2726928	60	\$525,000
2726929	60	\$420,259
2726870	60	\$534,457
2726964	60	\$400,849
2726965	60	\$422,148
2726966	60	\$440,584
2726967	60	\$570,000
2726968	60	\$543,155
2726869	60	\$397,243
2726930	60	\$486,905
2726931	60	\$427,412
2726932	60	\$418,260
2726933	60	\$401,195
2726934	60	\$596,732
2726935	60	\$653,878
2726936	60	\$364,100
2726937	60	\$487,046
2726938	60	\$513,077
2726939	60	\$407,516
2726940	60	\$589,110

Parcel	Lot Type	Assessed Value (2022)
2726941	60	\$599,500
2726942	60	\$543,223
2726943	60	\$210,653
2726944	60	\$498,520
2726945	60	\$496,351
2726946	60	\$525,535
2726947	60	\$371,911
2726948	60	\$606,787
2726949	60	\$387,452
2726950	60	\$445,466
2726951	60	\$373,965
2726952	60	\$523,058
2726953	60	\$505,274
2726954	60	\$413,192
2726955	60	\$475,530
2726956	60	\$521,400
2726957	60	\$380,149
2726958	60	\$524,252
2726959	60	\$520,809
2726960	60	\$415,258
2726961	60	\$431,380
2726962	60	\$520,050
2726963	60	\$430,315
2726871	60	\$411,992
2726969	60	\$417,100
2726970	60	\$591,861
2726971	60	\$265,137
2726972	60	\$466,201
2726973	60	\$419,093
2726974	60	\$411,775
2726975	60	\$421,263
2726976	60	\$571,732
2726977	60	\$382,742
2726872	60	\$466,181
2726978	60	\$406,750
2726979	60	\$549,602
2726980	60	\$612,446
2726981	60	\$523,966
2726982	60	\$574,018
2726983	60	\$376,762
2726984	60	\$433,363
2732818	60	\$733,955
2732944	70	\$501,544

Parcel	Lot Type	Assessed Value (2022)
2732945	60	\$424,324
2732946	60	\$705,442
2732947	60	\$497,200
2732948	60	\$535,442
2732949	60	\$614,000
2732950	60	\$487,851
2732951	60	\$414,874
2732952	60	\$531,772
2732953	60	\$496,673
2732954	60	\$501,580
2732955	60	\$485,100
2732956	70	\$501,244
2732957	60	\$443,898
2732958	60	\$492,584
2732959	60	\$429,777
2732960	60	\$591,368
2732961	60	\$484,465
2732962	60	\$694,634
2732963	70	\$534,728
2732964	60	\$424,511
2732965	70	\$693,566
2732966	60	\$508,113
2732967	60	\$505,457
2732968	60	\$488,199
2732969	70	\$514,229
2732970	60	\$436,630
2732819	60	\$509,810
2732971	70	\$629,113
2732972	70	\$443,078
2732973	70	\$499,400
2732974	60	\$466,620
2732975	70	\$486,232
2732976	70	\$450,670
2732977	60	\$515,038
2732978	70	\$535,073
2732979	60	\$503,022
2732980	60	\$515,900
2732981	60	\$379,030
2732982	60	\$492,862
2732983	60	\$341,609
2732984	60	\$542,300
2732985	60	\$500,936
2732986	60	\$544,500

Parcel	Lot Type	Assessed Value (2022)
2732987	60	\$495,492
2732988	60	\$520,561
2732989	60	\$724,266
2732990	60	\$676,137
2732991	70	\$507,100
2732992	70	\$695,745
2732993	70	\$477,203
2732994	70	\$706,908
2732995	70	\$690,808
2732996	70	\$504,002
2732997	70	\$489,013
2732998	70	\$532,400
2732999	60	\$270,358
2733000	60	\$491,159
2733001	70	\$485,514
2733002	60	\$687,011
2733003	70	\$468,877
2733004	60	\$532,400
2733005	60	\$685,036
2733006	70	\$519,884
2733007	70	\$467,800
2733008	60	\$516,613
2733009	60	\$490,445
2733010	70	\$501,296
2733011	60	\$489,111
2733012	60	\$467,291
2733013	70	\$482,900
2733014	70	\$511,500
2732817	70	\$479,445
2732931	70	\$511,693
2732932	70	\$485,361
2732933	70	\$447,440
2732934	70	\$516,800
2732935	70	\$503,594
2732936	70	\$438,073
2732937	60	\$515,600
2732938	70	\$452,528
2732939	70	\$476,860
2732940	60	\$481,085
2732941	70	\$476,175
2732942	70	\$487,875
2732943	60	\$424,587
2732820	60	\$645,068

Parcel	Lot Type	Assessed Value (2022)
2733017	70	\$519,056
2733018	60	\$118,388
2733019	70	\$105,105
775446	0	\$1
775445	60	\$440,038
775444	60	\$356,142
775443	60	\$453,662
775442	60	\$472,997
775441	60	\$425,867
775440	60	\$583,948
775439	60	\$569,112
775438	60	\$537,883
775437	60	\$606,198
775436	60	\$326,048
775435	60	\$180,446
775434	60	\$237,919
775433	60	\$238,401
775432	60	\$375,000
775431	60	\$542,240
775430	60	\$280,441
775429	60	\$190,698
775428	60	\$472,654
775427	60	\$221,329
775426	60	\$376,365
775425	60	\$348,596
775424	60	\$436,549
775423	60	\$450,000
775422	60	\$529,867
775421	60	\$433,000
775420	60	\$469,263
775419	60	\$362,251
775418	60	\$517,670
775417	60	\$577,363
775416	60	\$350,544
775415	60	\$464,696
775414	60	\$482,306
775413	60	\$474,043
775412	60	\$317,189
775411	60	\$356,954
775410	60	\$467,242
775409	60	\$84,937
775408	60	\$82,673
775407	60	\$201,798

Parcel	Lot Type	Assessed Value (2022)
775406	60	\$74,954
775405	60	\$73,925
775404	60	\$72,176
775403	60	\$87,509
775402	60	\$78,453
775401	60	\$169,998
775400	60	\$76,498
775399	60	\$170,019
775398	60	\$238,542
775397	60	\$73,514
775396	60	\$73,102
775395	60	\$450,000
775394	60	\$73,102
775393	60	\$303,350
775392	60	\$73,102
775391	60	\$238,198
775390	60	\$417,396
775389	60	\$73,102
775388	60	\$277,163
775387	60	\$214,463
775386	60	\$230,653
775385	60	\$73,102
775384	60	\$73,102
775383	60	\$239,097
775382	60	\$471,000
775381	60	\$73,102
775380	50	\$62,570
775379	50	\$62,570
775378	50	\$62,570
775377	50	\$180,257
775376	50	\$62,570
775375	50	\$62,570
775374	50	\$167,035
775373	50	\$211,225
775372	50	\$62,570
775371	50	\$153,786
775370	50	\$62,570
775369	50	\$164,159
775368	50	\$118,628
775367	50	\$62,570
775366	50	\$59,276
775365	50	\$125,996
775364	50	\$62,570

Parcel	Lot Type	Assessed Value (2022)
775363	50	\$165,941
775362	50	\$62,570
775361	50	\$72,484
775360	50	\$146,794
775359	50	\$62,570
775358	50	\$62,570
775357	50	\$62,570
775356	50	\$225,440
775355	50	\$62,570
775354	50	\$62,570
775353	50	\$62,570
775352	50	\$226,805
775351	50	\$62,570
775350	50	\$186,924
775349	50	\$211,225
775348	50	\$62,570
775347	50	\$62,570
775346	50	\$220,955
775345	50	\$58,865
775344	50	\$62,570
775343	50	\$62,570
775342	50	\$210,367
775341	50	\$62,570
775340	50	\$70,391
775329	50	\$157,724
775328	50	\$70,391
775327	50	\$182,568
775326	50	\$114,693
775325	50	\$65,039
775324	50	\$65,039
775323	50	\$191,845
775322	50	\$61,334
775321	50	\$65,039
775320	50	\$441,739
775319	50	\$65,039
775318	50	\$145,452
775317	50	\$65,039
775316	50	\$162,739
775315	50	\$65,039
775314	50	\$65,039
775313	50	\$58,865
775312	50	\$58,865
775311	50	\$58,865

Parcel	Lot Type	Assessed Value (2022)
775310	50	\$70,391
775309	50	\$58,865
775308	50	\$58,865
775307	50	\$58,865
775306	50	\$58,865
775305	50	\$58,865
775304	50	\$70,391
775303	50	\$58,865
775302	50	\$58,865
775301	50	\$58,865
775300	50	\$58,865
775299	50	\$58,865
775298	50	\$58,865
775297	50	\$70,391
775296	50	\$58,865
775295	50	\$58,865
775294	50	\$70,391
775293	50	\$58,865
775292	50	\$58,865
775291	50	\$58,865
775290	50	\$58,865
775289	50	\$58,865
775288	50	\$58,865
775287	50	\$58,865
775286	50	\$58,865
775285	50	\$70,391
775284	50	\$58,865
775283	50	\$58,865
775282	50	\$58,865
775281	50	\$58,865
775280	50	\$58,865
775279	50	\$58,865
775278	50	\$70,391
775277	50	\$58,865
775276	50	\$58,865
775275	50	\$70,391
775274	50	\$58,865
775273	50	\$58,865
775272	50	\$58,865
775271	50	\$58,865
775270	50	\$58,865
775269	50	\$58,865
775268	50	\$58,865

Parcel	Lot Type	Assessed Value (2022)
775267	50	\$58,865
775266	50	\$70,391
775257	50	\$68,744
775256	50	\$74,337
775255	50	\$68,744
775254	0	\$1
775253	50	\$68,333
775252	50	\$69,156
775251	0	\$1
775250	50	\$72,037
775249	50	\$66,274
775248	50	\$68,744
775247	50	\$65,863
775246	0	\$1
775245	50	\$74,028
775244	50	\$88,127
775243	50	\$66,686
775242	50	\$64,216
775241	50	\$58,865
775240	50	\$58,865
775239	50	\$64,216
775238	50	\$156,672
775237	50	\$58,865
775236	50	\$83,599
775235	50	\$58,865
775234	50	\$180,965
775233	50	\$64,216
775232	50	\$61,334
775231	50	\$58,865
775230	50	\$58,865
775229	50	\$64,216
775228	50	\$213,838
775227	50	\$58,865
775226	50	\$58,865
775225	50	\$180,198
775224	50	\$58,865
775223	50	\$64,216
775222	50	\$58,865
775221	50	\$58,865
775220	50	\$64,216
775219	50	\$58,865
775218	50	\$58,865
775217	50	\$243,109

Parcel	Lot Type	Assessed Value (2022)
775216	50	\$64,216
775215	50	\$58,865
775214	50	\$61,747
2796880	60	\$116,626
2796881	60	\$394,419
2796882	60	\$131,642
2796883	60	\$456,958
2796884	60	\$130,000
2796885	60	\$339,417
2796886	60	\$486,555
2796887	60	\$482,998
2796888	60	\$186,843
2796889	60	\$461,977
2796890	60	\$372,897
2796891	60	\$526,174
2796892	60	\$508,756
2796893	60	\$150,626
2796894	60	\$132,769
2796895	60	\$181,271
2796896	60	\$164,846
2796897	60	\$186,304
2796898	60	\$177,807
2796899	60	\$446,362
2796900	60	\$180,423
2796901	60	\$437,461
2796902	60	\$412,859
2796903	60	\$445,498
2796904	60	\$201,595
2796905	60	\$171,249
2796906	60	\$463,315
2796907	60	\$175,934
2796908	60	\$543,435
2796909	60	\$478,900
2796910	60	\$464,618
2796911	60	\$504,052
2796912	60	\$192,366
2796913	60	\$201,331
2796914	60	\$374,215
2796915	60	\$461,313
2796916	60	\$136,938
2796917	60	\$137,218
2796918	60	\$371,589
2796919	60	\$282,489

Parcel	Lot Type	Assessed Value (2022)
2796920	60	\$410,426
2796921	60	\$485,993
2796922	60	\$241,438
2796923	60	\$176,933
2796924	60	\$148,003
2796925	60	\$502,493
2796926	60	\$520,634
2796927	60	\$458,348
2796928	60	\$460,380
2796929	60	\$135,560
2796930	50	\$392,965
2796931	50	\$414,139
2796932	50	\$413,305
2796933	50	\$357,269
2796934	50	\$385,868
2796935	50	\$443,111
2796936	50	\$448,896
2796937	50	\$438,109
2796938	50	\$404,321
2796939	50	\$302,953
2796940	50	\$368,499
2796941	50	\$437,279
2796942	50	\$368,543
2796943	50	\$404,789
2796944	50	\$351,494
2796945	50	\$342,579
2762512	60	\$431,200
2762478	60	\$538,232
2762530	60	\$424,736
2762511	60	\$477,000
2762517	60	\$511,914
2762510	60	\$403,250
2762513	60	\$499,110
2762514	60	\$543,732
2762493	60	\$433,312
2762494	60	\$435,860
2762515	60	\$545,000
2762469	60	\$389,771
2762470	60	\$443,000
2762471	60	\$220,969
2762472	60	\$365,681
2762473	60	\$598,507
2762475	60	\$456,497

Parcel	Lot Type	Assessed Value (2022)
2762476	60	\$484,675
2762477	60	\$428,558
2762480	60	\$409,672
2762481	60	\$553,120
2762482	60	\$396,181
2762483	60	\$462,997
2762484	60	\$396,098
2762485	60	\$475,818
2762486	60	\$428,558
2762487	60	\$371,181
2762488	60	\$600,322
2762489	60	\$370,081
2762490	60	\$540,939
2762491	60	\$427,531
2762492	60	\$371,181
2762495	60	\$443,000
2762497	60	\$506,424
2762499	60	\$481,340
2762500	60	\$506,424
2762501	60	\$618,284
2762502	60	\$511,298
2762503	60	\$558,388
2762504	60	\$365,681
2762505	60	\$171,175
2762506	60	\$334,165
2762507	60	\$443,466
2762516	60	\$414,622
2762518	60	\$387,681
2762519	60	\$467,987
2762520	60	\$683,063
2762521	60	\$584,620
2762522	60	\$371,181
2762523	60	\$343,962
2762524	60	\$517,360
2762525	60	\$423,058
2762526	60	\$490,408
2762527	60	\$453,272
2762528	60	\$511,298
2762529	60	\$541,869
2762531	60	\$391,636
2762532	60	\$425,700
2762533	60	\$443,300
2762534	60	\$486,804

Parcel	Lot Type	Assessed Value (2022)
2762535	60	\$357,005
2762536	60	\$388,368
2762537	60	\$484,675
2762538	60	\$365,681
2762539	60	\$474,840
2762540	60	\$365,681
2762541	60	\$451,487
2762542	60	\$481,877
2762543	60	\$511,298
2762544	60	\$486,804
2762545	60	\$435,421
2762546	60	\$487,621
2762547	60	\$388,820
2762548	60	\$453,149
2762549	60	\$467,909
2762550	60	\$435,036
2762551	60	\$550,000
2762552	60	\$456,000
2762553	60	\$401,706
2762496	60	\$473,000
2762498	60	\$530,613
2762479	60	\$442,200
2762474	60	\$490,731
2767338	70	\$557,728
2767354	70	\$271,604
2767332	70	\$679,175
2767368	70	\$452,857
2767373	60	\$456,105
2767362	70	\$439,146
2767371	60	\$676,341
2767372	60	\$525,000
2767315	60	\$619,562
2767316	70	\$712,875
2767318	60	\$519,635
2767319	60	\$691,025
2767320	70	\$485,100
2767324	70	\$461,947
2767325	70	\$498,260
2767326	70	\$477,368
2767327	60	\$530,083
2767328	70	\$473,504
2767329	60	\$562,000
2767330	70	\$480,700

Parcel	Lot Type	Assessed Value (2022)
2767331	60	\$453,503
2767333	60	\$508,200
2767334	70	\$667,675
2767335	60	\$478,266
2767336	70	\$527,636
2767337	60	\$680,402
2767339	60	\$491,513
2767340	70	\$673,394
2767341	70	\$450,431
2767342	70	\$698,305
2767343	70	\$499,902
2767344	60	\$488,024
2767345	70	\$669,526
2767346	60	\$625,442
2767347	70	\$691,196
2767348	70	\$705,456
2767349	60	\$644,175
2767350	70	\$589,000
2767351	60	\$440,332
2767352	70	\$481,077
2767353	60	\$567,962
2767355	60	\$548,757
2767356	60	\$520,714
2767357	70	\$554,276
2767359	60	\$555,000
2767360	60	\$562,000
2767361	60	\$443,898
2767363	60	\$448,020
2767364	60	\$524,327
2767365	70	\$467,447
2767366	60	\$664,828
2767370	60	\$500,500
2767377	70	\$545,036
2767378	70	\$502,379
2767379	60	\$673,777
2767380	70	\$545,724
2767358	70	\$438,073
2767376	70	\$558,025
2767321	70	\$529,719
2767374	70	\$481,800
2767369	60	\$661,000
2767375	60	\$481,800
2767323	60	\$497,753

Parcel	Lot Type	Assessed Value (2022)
2767317	60	\$506,184
2767367	60	\$666,263
2767322	70	\$478,500
743059	60	\$596,089
743046	60	\$455,894
743047	60	\$373,008
743048	60	\$340,801
743049	60	\$70,875
743021	60	\$551,798
743023	60	\$224,188
743024	60	\$230,409
743025	60	\$472,514
743026	60	\$383,479
743027	60	\$526,334
743028	60	\$237,069
743029	60	\$261,906
743030	60	\$569,195
743033	60	\$543,533
743034	60	\$536,085
743035	60	\$306,082
743036	60	\$517,172
743037	60	\$569,494
743044	60	\$87,916
743045	60	\$409,000
743155	60	\$72,430
743083	60	\$370,000
743084	60	\$453,453
743085	60	\$470,311
743086	60	\$508,405
743087	60	\$485,280
743088	60	\$413,324
743089	60	\$419,000
743090	60	\$536,410
743091	60	\$485,280
743092	60	\$413,324
743093	60	\$369,000
743094	60	\$421,164
743095	60	\$453,000
743096	60	\$565,190
743075	60	\$455,000
743076	60	\$420,881
743077	60	\$414,000
743078	60	\$421,000

Parcel	Lot Type	Assessed Value (2022)
743079	60	\$360,437
743080	60	\$450,000
743081	60	\$413,000
743051	60	\$498,582
743052	60	\$449,815
743054	60	\$450,310
743055	60	\$512,678
743056	60	\$555,531
743058	60	\$448,520
743060	60	\$533,734
743061	60	\$414,860
743064	60	\$450,255
743065	60	\$479,000
743066	60	\$560,461
743067	60	\$469,465
743068	60	\$414,644
743069	60	\$534,947
743070	60	\$487,000
743071	60	\$451,649
743072	60	\$516,459
743073	60	\$413,324
743074	60	\$414,640
743031	60	\$550,211
743062	60	\$488,562
743039	60	\$465,347
743041	60	\$600,337
743082	60	\$554,656
743022	60	\$411,956
743032	60	\$415,026
743038	60	\$554,339
743040	60	\$413,642
743053	60	\$524,000
743099	50	\$536,287
743206	50	\$69,476
743207	50	\$59,063
743208	50	\$59,063
743209	50	\$388,421
743210	50	\$403,084
743211	50	\$162,242
743212	50	\$299,002
743213	50	\$361,000
743214	50	\$243,784
743215	50	\$406,361

Parcel	Lot Type	Assessed Value (2022)
743216	50	\$383,673
743198	50	\$70,043
743199	50	\$59,063
743200	50	\$246,001
743201	50	\$207,406
743202	50	\$335,667
743203	50	\$205,651
743204	50	\$255,671
743205	50	\$442,967
743187	50	\$493,089
743188	50	\$316,424
743189	50	\$329,263
743190	50	\$415,000
743191	50	\$369,069
743192	50	\$244,009
743193	50	\$368,341
743194	50	\$368,265
743195	50	\$306,831
743167	50	\$203,232
743168	50	\$425,500
743169	50	\$262,465
743170	50	\$385,028
743171	50	\$406,000
743172	50	\$369,986
743173	50	\$389,879
743174	50	\$62,606
743175	50	\$62,606
743176	50	\$70,894
743177	50	\$259,001
743178	50	\$261,839
743179	50	\$397,957
743180	50	\$371,544
743181	50	\$504,724
743182	50	\$422,954
743183	50	\$435,448
743184	50	\$254,386
743185	50	\$236,120
743142	50	\$474,278
743143	50	\$392,129
743144	50	\$364,322
743145	50	\$394,990
743146	50	\$353,000
743147	50	\$545,447

Parcel	Lot Type	Assessed Value (2022)
743148	50	\$368,139
743149	50	\$432,248
743150	50	\$396,995
743151	50	\$364,291
743152	50	\$473,459
743153	50	\$394,000
743156	50	\$70,724
743157	50	\$297,286
743158	50	\$374,543
743159	50	\$396,514
743160	50	\$61,283
743161	50	\$249,064
743162	50	\$447,350
743163	50	\$431,940
743164	50	\$400,000
743165	50	\$295,663
743166	50	\$224,327
743115	50	\$468,035
743116	50	\$409,904
743117	50	\$443,638
743118	50	\$363,454
743119	50	\$367,257
743120	50	\$393,263
743121	50	\$443,000
743122	50	\$533,759
743123	50	\$360,000
743124	50	\$443,635
743125	50	\$367,257
743126	50	\$405,905
743127	50	\$361,154
743128	50	\$426,497
743129	50	\$401,000
743130	50	\$397,985
743131	50	\$364,300
743132	50	\$362,417
743133	50	\$408,944
743134	50	\$488,532
743135	50	\$367,077
743136	50	\$391,334
743137	50	\$362,715
743138	50	\$364,621
743139	50	\$362,401
743140	50	\$366,265

Parcel	Lot Type	Assessed Value (2022)
743141	50	\$427,000
743098	50	\$463,843
743100	50	\$470,012
743101	50	\$392,070
743102	50	\$446,694
743103	50	\$397,041
743104	50	\$366,138
743105	50	\$408,723
743106	50	\$446,974
743107	50	\$444,000
743108	50	\$540,138
743109	50	\$390,484
743110	50	\$363,869
743111	50	\$492,991
743112	50	\$452,366
743113	50	\$465,576
743114	50	\$183,391
743057	60	\$411,887
743063	60	\$546,472
Total		\$400,201,865

EXHIBIT F
PROJECT COSTS

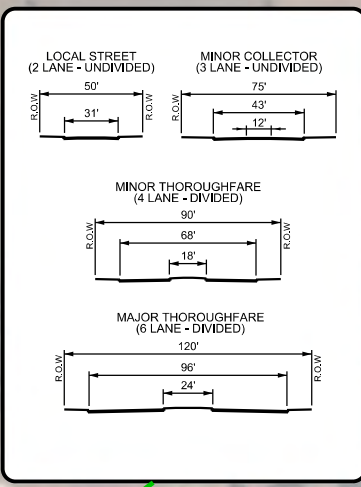
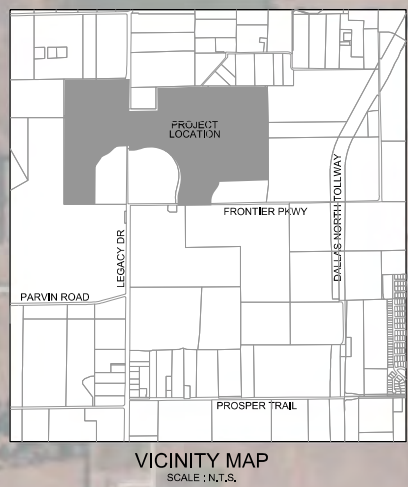
TIRZ PROJECT COSTS

Project Costs	Total Actual Project Costs
Roadway improvements	\$4,991,860
Water distribution system improvements	\$1,057,769
Sewer collection system improvements	\$1,128,339
Other bond issuance related costs	\$1,750,449
Total Project Costs	\$8,928,417

EXHIBIT G
MAP OF PUBLIC IMPROVEMENTS

LEGEND

- OFFSITE SANITARY SEWER
- DOE BRANCH (EXISTING GRAVITY FLOW)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (DNT TO COLLECTOR B)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (LEGACY TO COLLECTOR B)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (LEGACY TO STONEGATE)
- LEGACY DRIVE 120' ROW 2-37' B-B (NORTH PROPERTY BOUNDARY TO FRONTIER)
- COLLECTOR "B" 90' ROW 2-25' B-B (NORTH BOUNDARY TO FRONTIER)
- COLLECTOR "A" 75' ROW 43' B-B (WEST - MIDDLE OF TRAFFIC CIRCLE TO EAST BNDRY)
- COLLECTOR "A" 75' ROW 43' B-B (EAST - MIDDLE OF TRAFFIC CIRCLE TO LEGACY DR)
- PH 1 PHASE 1 ITEMS
- PH 2 FUTURE PHASE ITEMS



	PHASE 1	PHASE 2	TOTAL TIF
OFFSITE WATER	\$1,009,433	\$448,336	\$1,457,769
OFFSITE SEWER	\$1,224,227	\$354,395	\$1,578,622
FRONTIER PARKWAY (COLLECTOR B TO DNT)	\$1,379,645	\$0	\$1,379,645
FRONTIER PARKWAY (COLLECTOR B TO LEGACY)	\$0	\$1,172,812	\$1,172,812
FRONTIER PARKWAY (LEGACY TO STONEGATE)	\$0	\$621,004	\$621,004
LEGACY DRIVE (FRONTIER TO N PROP. BOUNDARY)	\$0	\$1,818,399	\$1,818,399
COLLECTOR B TOTAL	\$2,125,273	\$0	\$2,125,273
COLLECTOR A (MIDDLE OF TRAFFIC CIRCLE TO LEGACY)	\$0	\$0	\$0
COLLECTOR A (MIDDLE OF TRAFFIC TO EAST BOUNDARY)	\$818,937	\$0	\$818,937
	\$716,796	\$0	\$719,796
	\$7,274,311	\$4,414,946	\$11,689,257

LENGTH - 3,430 FT
PH 2: PAV/GRAD/DRAIN \$1,818,399
PH 2: WATER \$219,586
PH 1: SEWER \$550,946

LENGTH - 2,073 FT
PH 1: PAV/GRAD/DRAIN \$818,937
PH 1: WATER \$99,693
PH 1: SEWER \$132,760

LENGTH - 1,785 FT
PH 1: PAV/GRAD/DRAIN \$716,796
PH 1: WATER \$89,981
PH 1: SEWER \$110,470

LENGTH - 3,313 FT
PH 1: PAV/GRAD/DRAIN \$2,125,273
PH 1: WATER \$206,884
PH 1: SEWER \$208,255

WATER LINE
LENGTH - 5,683 FT
PH 1: \$420,270

LENGTH - 2,190 FT
PH 2: PAV/GRAD/DRAIN \$1,172,812
PH 2: WATER \$125,084
PH 1: SEWER \$221,796

LENGTH - 3,571 FT
PH 1: PAV/GRAD/DRAIN \$1,379,645
PH 1: WATER \$192,605
PH 2: SEWER \$354,395

LENGTH - 1,720 FT
PH 2: PAV/GRAD/DRAIN \$621,004
PH 2: WATER \$103,666

Attachment: TIRZ #2 Creeks of Legacy - FINAL Attachment (Creeks of Legacy - TIRZ #2 - Amended and Restated Project and Financing Plan)

EXHIBIT H
INITIAL APPRAISED VALUE OF THE ZONE (BASE YEAR)

BASE YEAR VALUE (2014)

Parcel	2014 Assessed Value (Base Year Value)
2697056	\$6,377.00
2696827	\$2,022,672.00
2696792	\$2,432,565.00
2697055	\$730,657.00
2719497	\$0.00
2718259	\$0.00
52660	\$4,250.00
52644	\$1,691.00
75817	\$1,958.00
149097	\$140.00
149098	\$125.00
530240	\$15,136.00
Total	\$5,215,571.00

EXHIBIT I
DEVELOPMENT REGULATIONS

DEVELOPMENT REGULATIONS

DEFINITIONS

Any capitalized terms not defined below are per the definition as provided in the City of Celina Code of Ordinance Chapter 14.

Common Area: Any portion of the PD District that does not constitute a residential lot or street right-of-way and is owned by the Homeowners Association.

Homeowner Association: An association governed by by-laws, deed restrictions, and architectural guidelines of the community. All lot owners will have mandatory membership in the homeowner association, which, among other things, will require financial obligations in the form of annual membership dues.

PD District Concept Plan (Exhibit B): The graphic plan for PD District that establishes and delineates the location of the respective Lot Types and is attached as Exhibit B.

Main Structure: The primary residence to be constructed on any Lot.

Open Space: Publicly or privately accessible parks, greens, sports fields, plazas, landscaped areas, natural flood plain or drainage areas, and tot lots, shall constitute Open Space.

Parkway: The area between the curb and the right-of-way in front of residential lots.

PD District: The land and/or lots contained within the legal boundaries identified in Exhibit A.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

CONCEPT PLAN

Exhibit B identifies and locates the proposed land uses outlined within the Property. All land uses shall conform to the District Regulations in place at the time of development unless modified herein. The proposed development should have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

Commercial

PERMISSIBLE USES

The requirements and types of commercial uses allowed for commercial lots within this PD shall follow Chapter 14 of the City of Celina's Zoning Ordinance, as amended, which details the requirements of the C-2 General Commercial Zoning District. All uses allowed under the C-2 zoning districts as established in the City of Celina Zoning Ordinance, as amended, are hereby allowed under this PD ordinance except as follows:

Uses not permitted:

1. dyeing facilities
2. ice cream plants
3. ice plants/cold storage plants
4. mortuaries
5. pumping stations
6. tire repair shops, except as incidental to auto repair operations
7. auto body operations
8. spray-painting operations
9. storage of rental trucks and trailers

10. taxidermists

Single-Family

PERMISSIBLE USES

The following uses shall be allowed:

1. Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses
 - A. Public and private parks;
 - B. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
 - C. Amenity centers.
4. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
5. Manufactured and/or modular homes are prohibited in this PD district.

SINGLE-FAMILY RESIDENTIAL DESIGN GUIDELINES

I. Lot Type Regulations

The PD District will include a variety of lot types in order to achieve the goals established for the district.

The lot types and requirements for each shall be as follows:

A. Lot Type 1:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than five thousand five hundred (5,500) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: Five thousand five hundred (5,500) square feet.

Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.

Front Yard: Front yard setbacks shall vary and shall be shown on the Final Plat for the subdivision. To create a variety of front yards on each street, a relatively equal number of lots shall be platted with twenty feet (20') and twenty-five feet (25') minimum front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.

Rear Yard: Ten feet (10') minimum.

Side Yard: Five feet (5') minimum.

Side Yard Adjacent to Street: Fifteen feet (15') minimum.

Lot Width: Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.

Lot Depth: One hundred ten feet (110') minimum.
 Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
 Garage Orientation: May face the street.
 Garage Setback: Equivalent to the front yard setback shown on the final plat for the applicable lot.

B. Lot Type 2:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand six hundred (6,600) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: Six thousand six hundred (6,600) square feet.
 Lot Coverage: The maximum Lot Coverage shall not exceed fifty-five percent (55%).
 Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be nineteen hundred (1,900) square feet.
 Front Yard: Front yard setbacks shall vary and shall be shown on the Final Plat for the subdivision. To create a variety of front yards on each street, a relatively equal number of lots shall be platted with twenty feet (20') and twenty-five feet (25') minimum front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.
 Rear Yard: Ten feet (10') minimum.
 Side Yard: Five feet (5') minimum.
 Side Yard Adjacent to Street: Fifteen feet (15') minimum.
 Lot Width: Sixty feet (60') typical; fifty feet (50') minimum (@ right-of-way) on cul-de-sac lots.
 Lot Depth: One hundred ten feet (110') minimum.
 Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
 Garage Orientation: May face the street.
 Garage Setback: Equivalent to the front yard setback shown on the final plat for the applicable lot.

C. Lot Type 3:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than seven thousand seven hundred (7,700) square feet, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: Seven thousand seven hundred (7,700) square feet.
 Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).
 Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be two thousand four hundred (2,400) square feet.
 Front Yard: Front yard setbacks shall vary and shall be shown on the Final Plat for the subdivision. To create a variety of front yards on each street, a relatively equal

number of lots shall be platted with twenty feet (20') and twenty-five feet (25') minimum front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.

Rear Yard: Ten feet (10') minimum.

Side Yard: Five feet (5') minimum.

Side Yard Adjacent to Street: Fifteen feet (15') minimum.

Lot Width: Seventy feet (70') typical; sixty feet (60') minimum (@ right-of-way) on cul-de-sac lots.

Lot Depth: One hundred ten feet (110') minimum.

Lot Depth (corner or cul-de-sac lot): Eighty-five feet (85') minimum.

Garage Orientation: May face the street; garage access should be accomplished utilizing "swing-in" driveways for a maximum of 50% of this lot type.

Garage Setback: Equivalent to the front yard setback shown on the final plat for the applicable lot.

II. Neighborhood Regulations

The maximum number of lots permitted within the PD District shall not exceed 1064 lots. The maximum percentage of lots per Lot Type is as follows:

Lot Type 1: 60 %

Lot Type 2: 30% Minimum

Lot Type 3: 12% Minimum

The lot types shall generally conform to the layout shown in Exhibit B.

III. Development and Design Standards

A. Sign Program: This development shall conform to the City's current sign ordinance as it currently exists or may be amended.

B. Landscape Standards: All development within PD District shall comply with the following:

1. Tree Requirements:

i. Trees are required to be planted by the homebuilder in the front yard of all lots per the following schedule:

- Lot Type 1 – one, 4" caliper tree, measured at 12 inches above ground
- Lot Type 2 – one, 4" caliper trees, measured at 12 inches above ground
- Lot type 3 – two, 4" caliper tree, measured at 12 inches above ground

ii. Trees shall be planted adjacent to all thoroughfares and collector roads per the following schedule:

- One, 3" caliper tree, measured at 12 inches above ground, spaced every 125'
- Trees shall be planted between the rear property line of the adjacent Lot and the sidewalk

- Planted at the time the adjacent Lot(s) are developed Planted at the time a phase is constructed.
- iii. Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E.

Mixed Use Regional District MU-2

The MU-2 requirements shall follow Chapter 14 of the City of Celina's Zoning Ordinance, as amended, which details the requirements of the MU-2 Mixed Use Regional District. All uses and development regulations allowed under the MU-2 zoning district as established in the City of Celina Zoning Ordinance, as amended, are hereby allowed under this PD ordinance except as follows:

Density:

Multiple-family units; maximum twenty two (22) du/ga.

Land use mix limits: The MU-2 zoning district will have a mix of residential and nonresidential uses at the following rates:

Nonresidential uses (stand-alone): shall not exceed 40% of the gross area of the MU-2 zoning district.

Multiple-family uses (stand-alone): Shall not exceed forty (40) percent of the gross area of the MU-2 zoning district.

MISCELLANEOUS

HOMEOWNERS ASSOCIATION

Homeowner Associations or Property Owner Associations will be established as each residential parcel of land is developed. The PD shall contain one or multiple Homeowner Associations/Property Owner Associations.

OPEN SPACE

The Single Family and Commercial (not including MU-2 zoning) tracts of the PD will contain approximately 37 acres of Open Space.

LIST OF EXHIBITS

- Exhibit A – Legal Description of PD Boundary
- Exhibit B – Concept Plan
- Exhibit C – Development Regulations



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: Serenade (Huffines Bray) TIRZ - Final Project and Financing Plan Ordinance

Action Requested:

Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Fifteen, City of Celina, Texas; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date. (Final Project and Financing Plan - Serenade) (Behringer)

Background Information:

On June 13, 2023, City Council approved Ordinance No. 2023-52, creating TIRZ #15. The proposed Ordinance aims to allocate funds specifically towards initiatives that support and foster development activities within the designated Zone promoting its growth and advancement.

Board Review/Citizen Input:

The TIRZ #15 Board recommends approval.

Legal Review:

The Ordinance has been reviewed by the City Attorney.

Supporting Documents:

Proposed Ordinance
 Proposed Final Project and Financing Plan

Staff Recommendation:

Staff recommends approval.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FINAL PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA, TEXAS; PROVIDING THAT 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"), adopted Ordinance No. 2023-52 on June 13, 2023 creating Reinvestment Zone Number Fifteen, City of Celina (the "TIRZ"); and

WHEREAS, pursuant to and as required by the Act, the governing body of the City (the "City Council") intends to adopt the Final Project and Finance Plan for the TIRZ (the "Final Project and Finance Plan"); and

WHEREAS, the City Council finds that the attached Final Project and Finance Plan meets the requirements of the Act.

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

Section 1. Findings. 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.

Section 2. Final Project and Finance Plan Adopted. The Final Project and Finance Plan for Reinvestment Zone Number Fifteen, City of Celina attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved.

Section 3. 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 4. 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 5. **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 11th DAY OF JULY, 2023.**

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

EXHIBIT A
FINAL PROJECT AND FINANCE PLAN

*REINVESTMENT ZONE NUMBER FIFTEEN
CITY OF CELINA, TEXAS
FINAL PROJECT AND FINANCE PLAN
(SERENADE DEVELOPMENT)
(the "Final Plan")*

July 11, 2023

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. On June 13, 2023, the City created 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 Final 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 Final Plan. Pursuant to the Act, the City Council must approve a reinvestment zone final project and finance plan. The requirement of the Act for a reinvestment zone final project and finance plan for the Zone is satisfied by this Final Project and Finance Plan (the "Final 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 this 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. By the adoption of Ordinance No. 2023-52 on June 13, 2023, the City created the Zone. The ordinance creating the Zone appointed 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 reviewed the Final Plan and recommended 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) 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 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 ("Public Improvements"), which improvements are to be reimbursed pursuant to this Final Plan and the TIRZ Agreement whether such costs are TIRZ "project costs" pursuant to the Act or are otherwise authorized by the 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 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 (as 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 this 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 Final 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 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 assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted source), to the extent permitted by the Act, (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 Final 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 ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted source), to the extent permitted by the Act, 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 (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 City shall deposit the City TIRZ Contribution 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 (hereinafter defined) or the date on which all Project Costs, 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 Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final 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

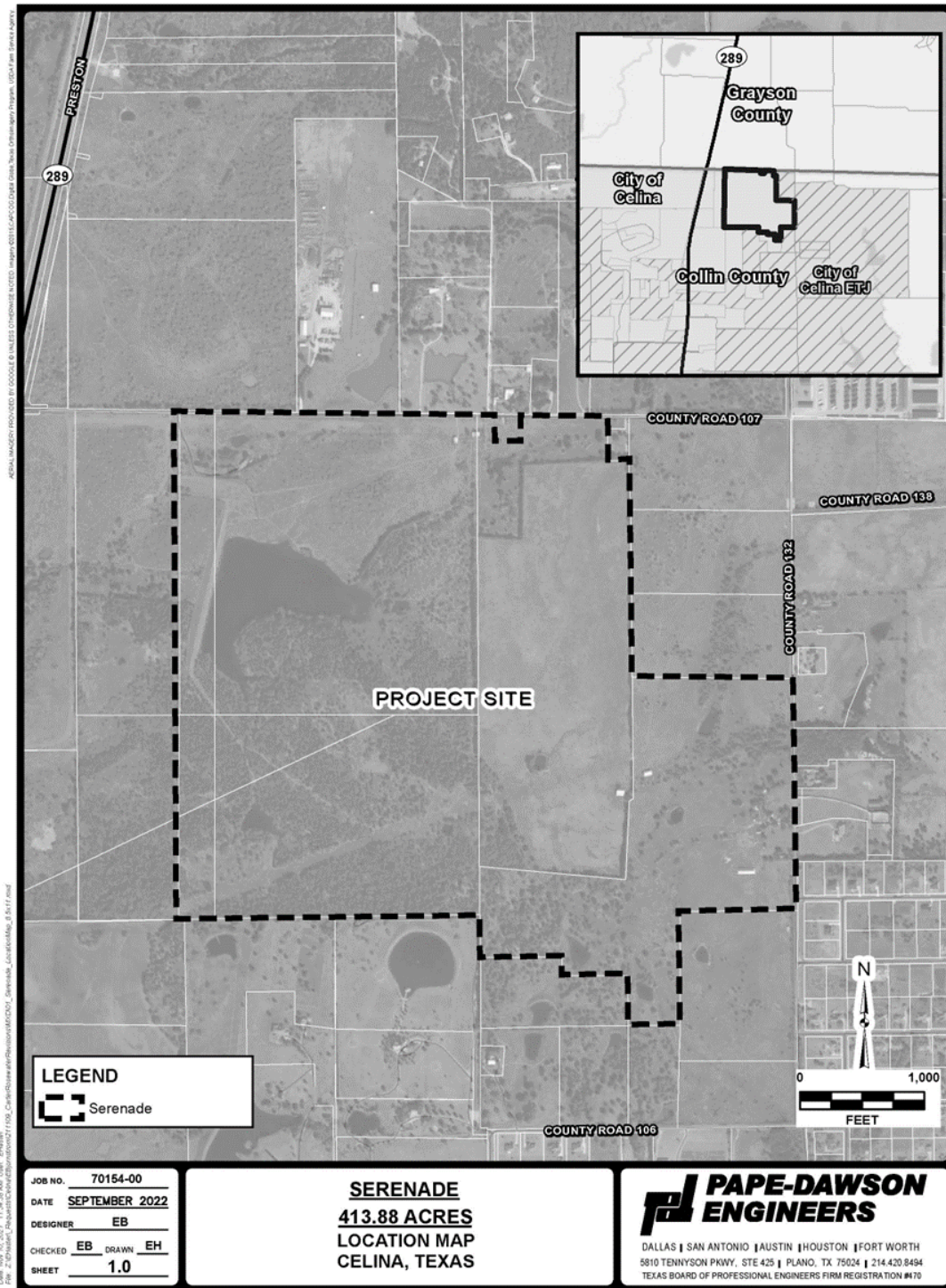
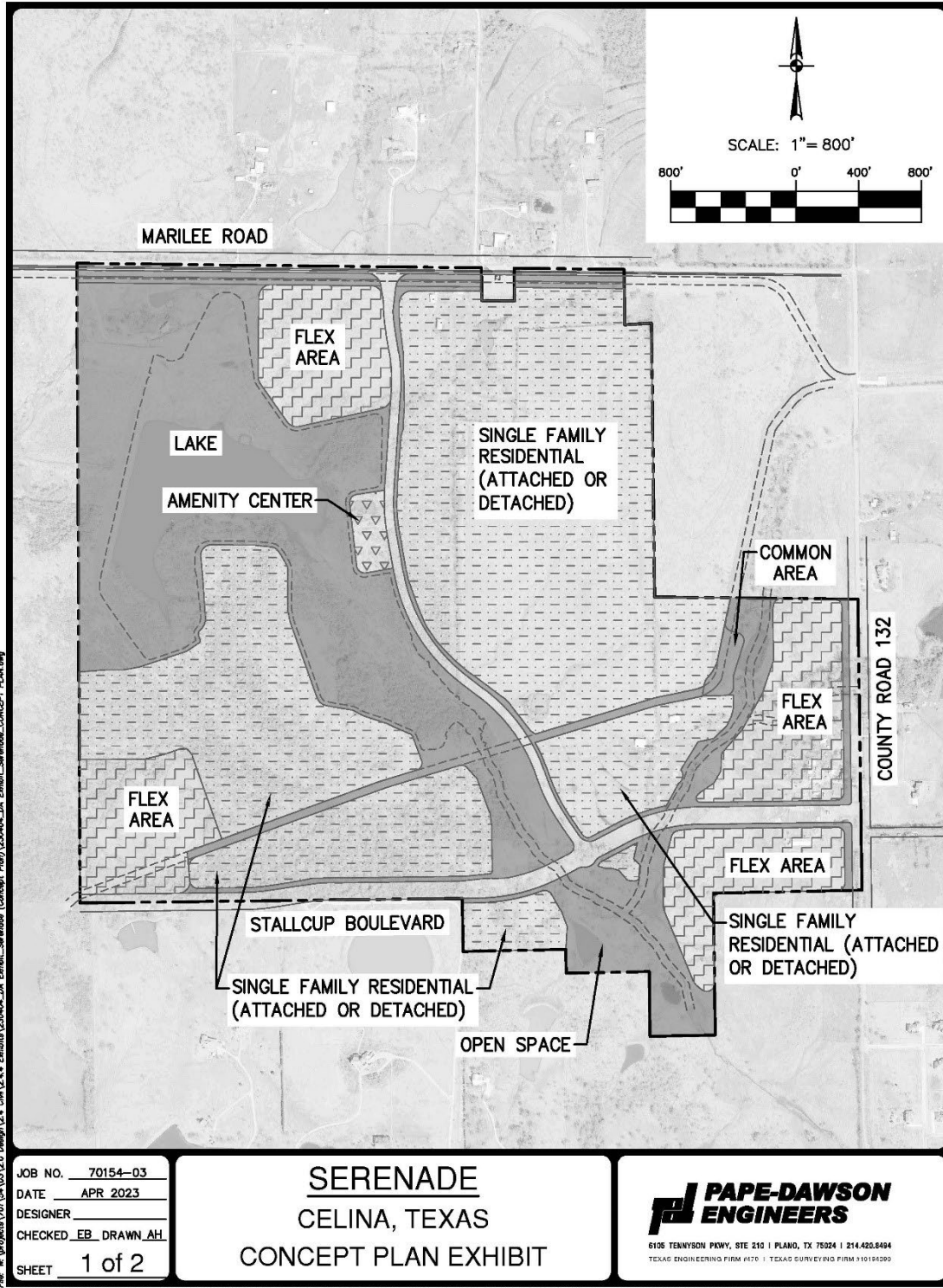


Exhibit B Concept Plan



Date: Apr 04, 2023, 4:12pm User: E:\p\pawson
 File: H:\Projects\70154\03\2.0 Design\12.4 Civil\12.4.4 Exhibit_Serenade_CONCEPT PLAN.dwg

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 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 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.

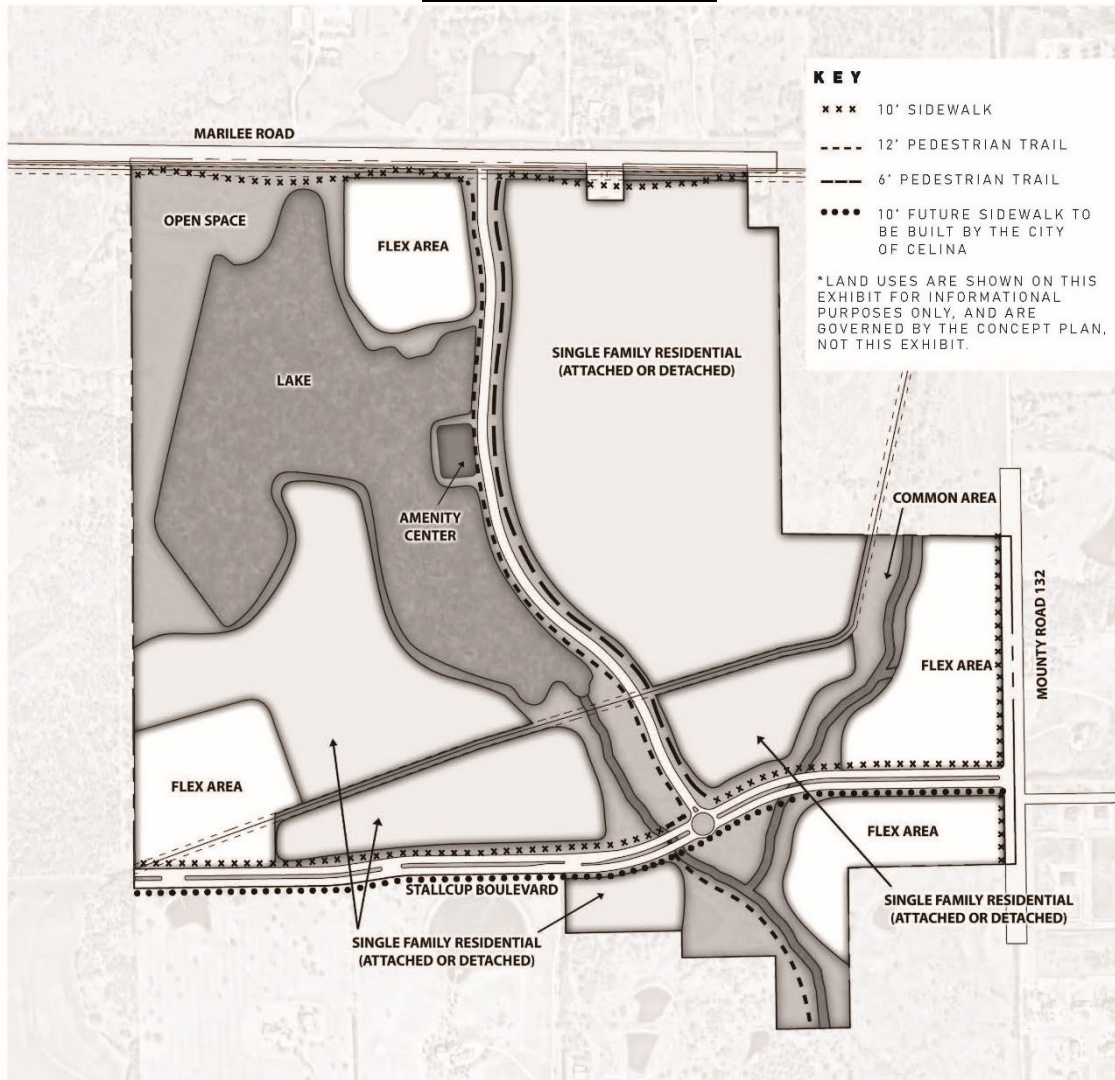
Exhibit D
Non-Project Costs

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



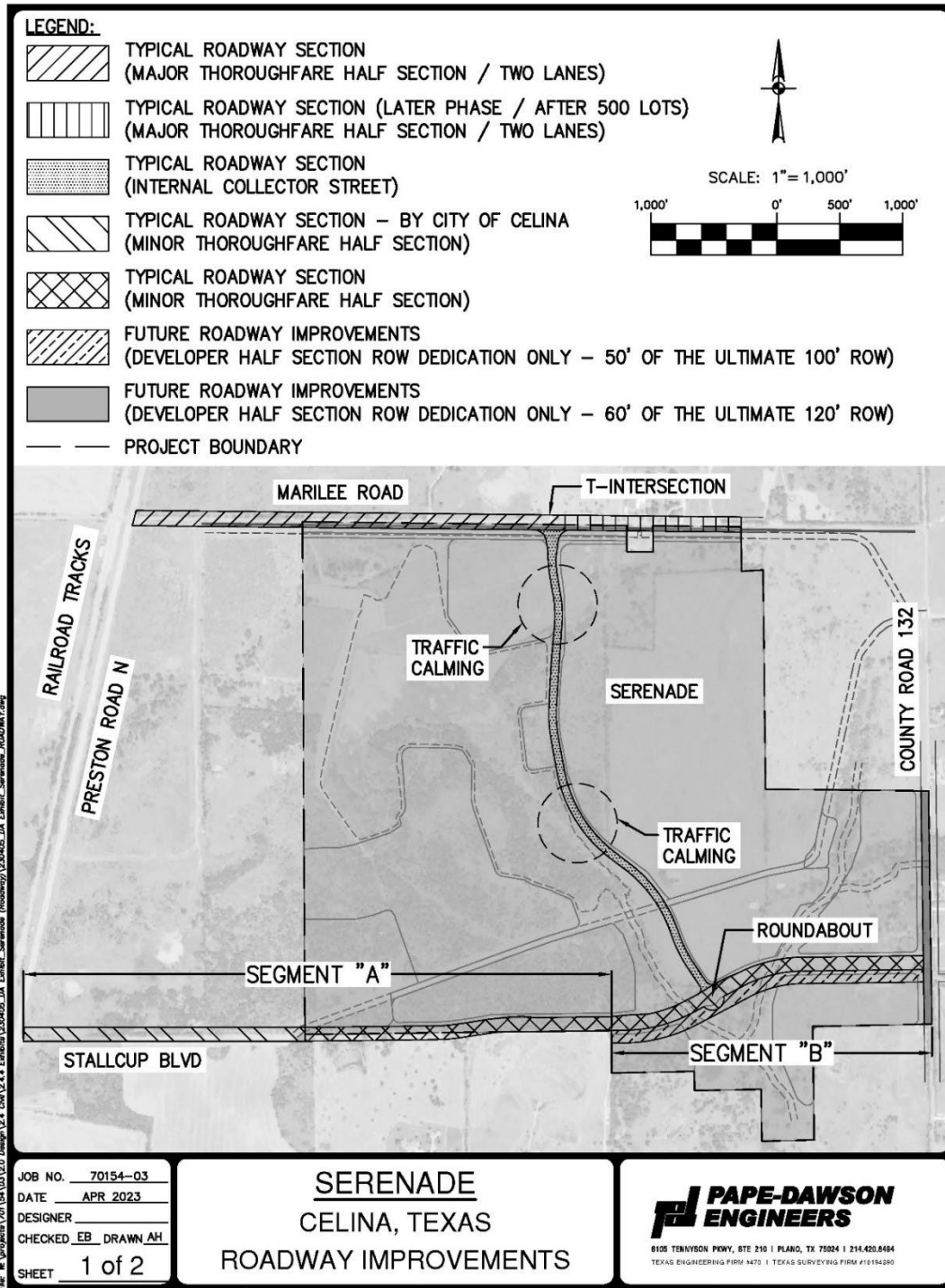
SERENADE:TRAIL LAYOUT PLAN
CELINA | APRIL 2023

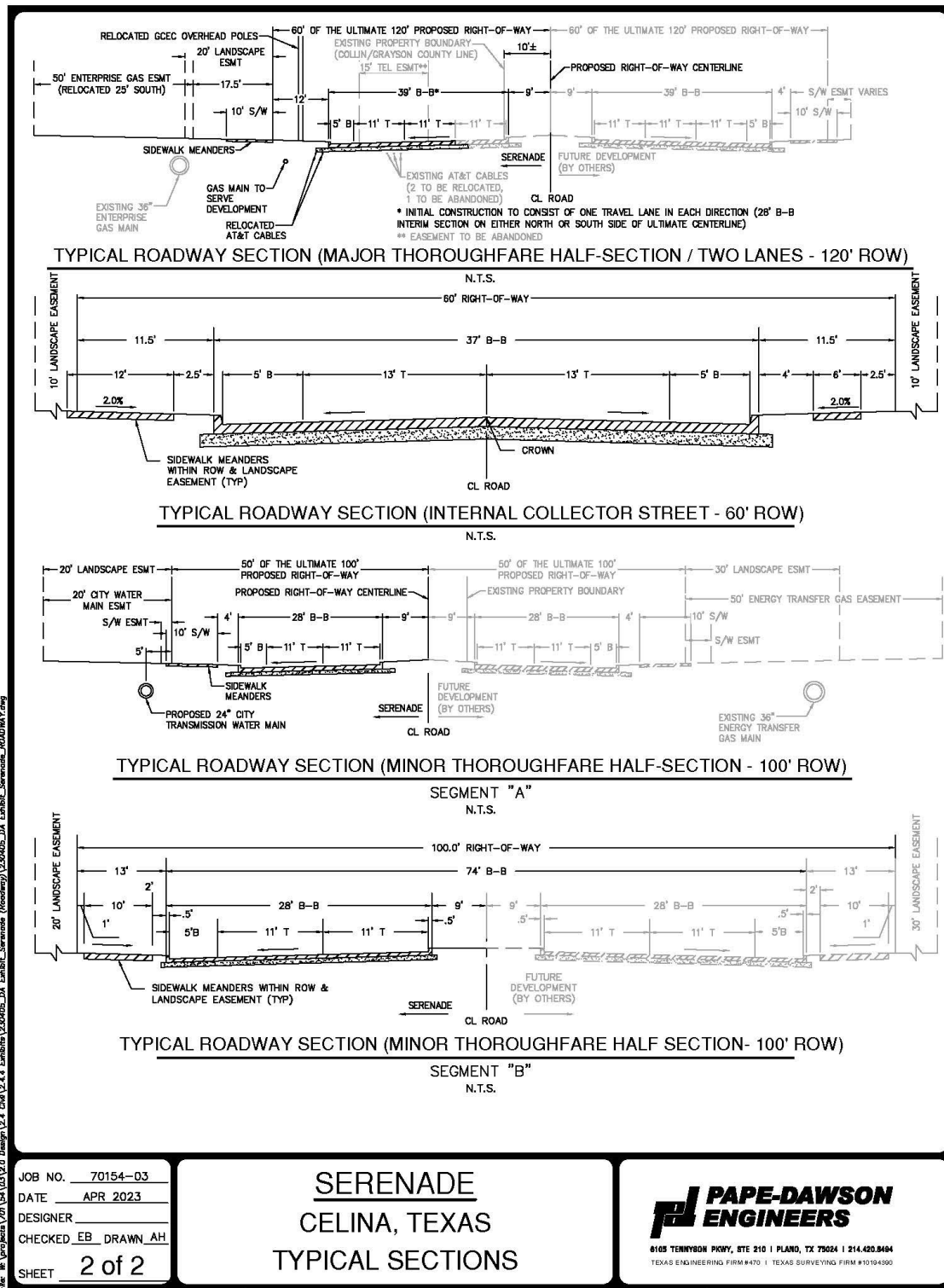
PLAN VIEW
SCALE: 1"=800'

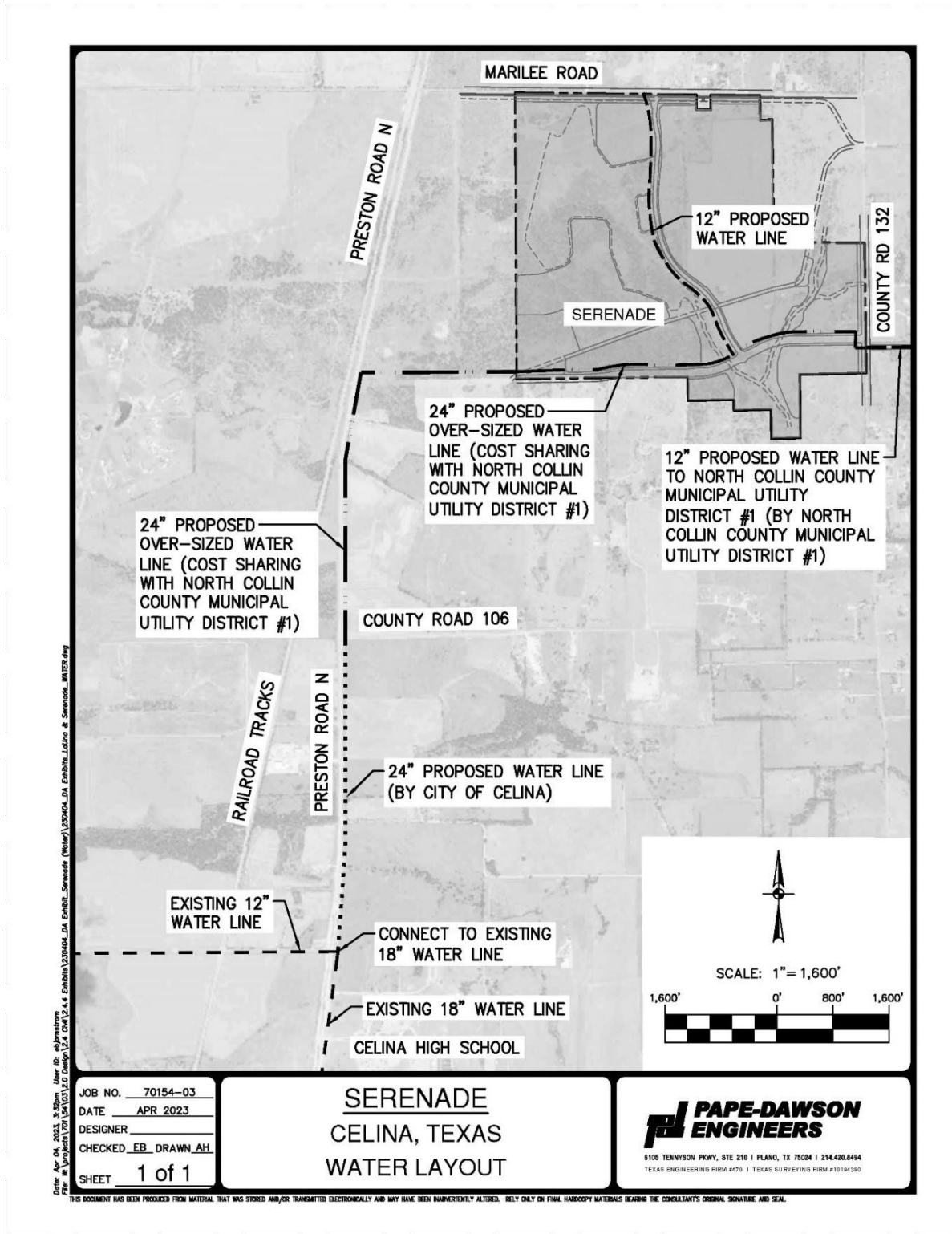
0 400' 800' 1600'

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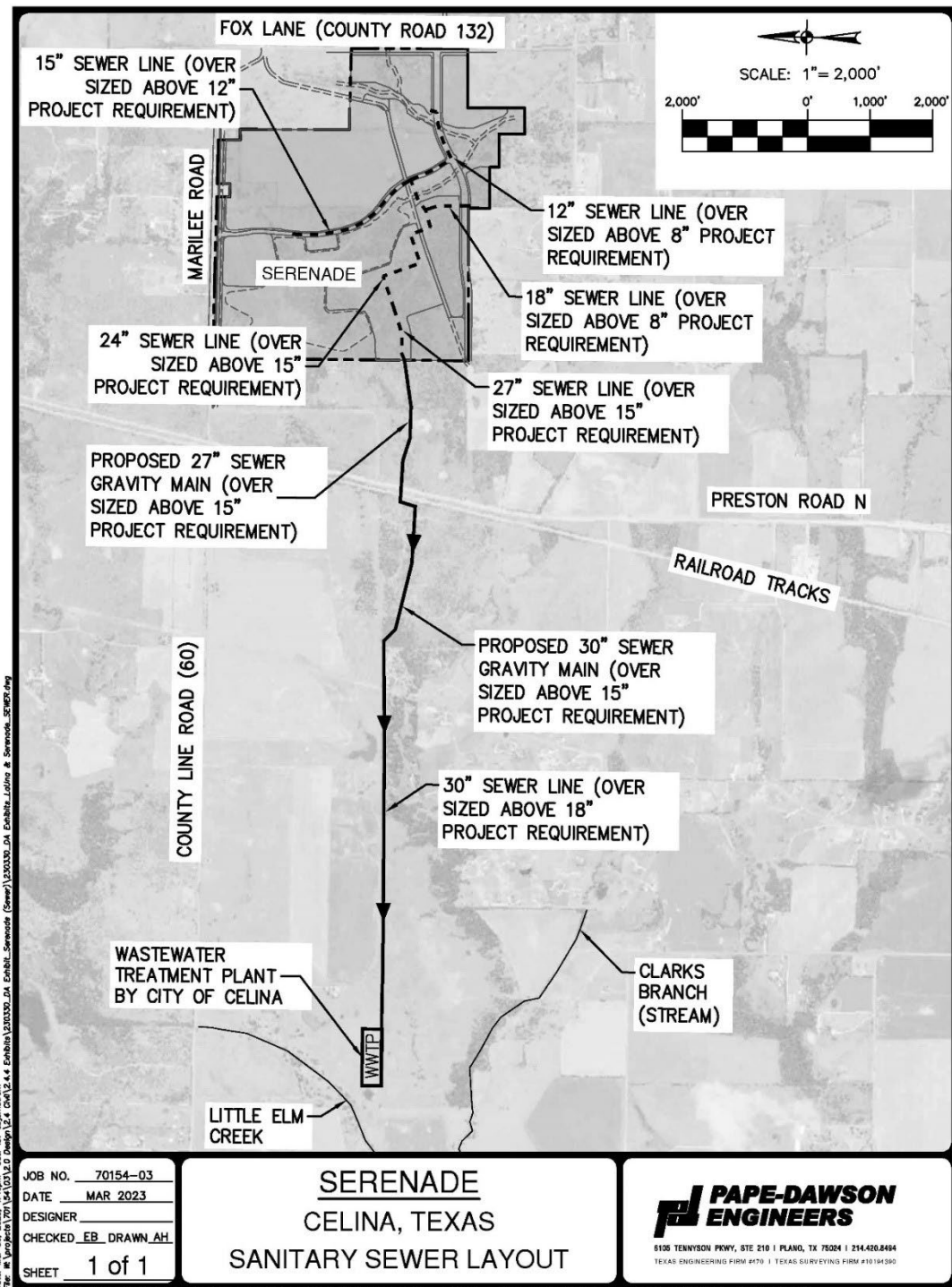




Exhibit F
Project Costs

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	New Taxable	Incremental	City TIRZ Increment			City Retained Revenue	
Year	Year	/ Year	Development	Value	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					



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: Serenade (Huffines Bray) - TIRZ Agreement

Action Requested:

Consider and act upon a Tax Increment Reinvestment Zone Agreement by and between the City of Celina, the Board of Directors for Tax Increment Reinvestment Zone Number Fifteen, and HC Celina 414, LLC. (TIRZ Agreement - Serenade) (Behringer)

Background Information:

Prior to adopting the TIRZ #15 Creation Ordinance, the City prepared the TIRZ #15 Preliminary Project and Financing Plan. The Preliminary Project and Financing Plan contemplates the execution of a TIRZ Agreement.

Board Review/Citizen Input:

On July 11, 2023, the Board approved the TIRZ #15 Final Project and Financing Plan consistent with the Preliminary Project and Financing Plan and this Agreement.

Legal Review:

The TIRZ Agreement has been reviewed by the City Attorney.

Supporting Documents:

Serenade (Huffines Bray) - TIRZ Agreement

Staff Recommendation:

Staff recommends approval.

TIRZ AGREEMENT

This Tax Increment Reinvestment Zone Agreement (this "Agreement") is entered into by and between the City of Celina, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number Fifteen, City of Celina (the "TIRZ"), and HC Celina 414, LLC, a Texas limited liability company (the "Developer") to be effective July 11, 2023. The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I **RECITALS**

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

WHEREAS, words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in these Recitals, in Article II below, and in the documents referred to unless the context in which a word or phrase is used clearly requires a different meaning; and

WHEREAS, the TIRZ is a tax increment reinvestment zone created by the City Council of the City (the "City Council") pursuant to Chapter 311, Texas Tax Code, as amended (the "Act") by Ordinance No. 2023-52 adopted June 13, 2023 (the "TIRZ Ordinance"); and

WHEREAS, in addition to creating the TIRZ, the TIRZ Ordinance established and appointed the Board for the TIRZ; and

WHEREAS, prior to adopting the TIRZ Ordinance, the City prepared the *Reinvestment Zone Number Fifteen, City of Celina, Texas Preliminary Project and Finance Plan* for the TIRZ (the "Preliminary Project and Finance Plan"); and

WHEREAS, the Act authorizes, and the Preliminary Project and Finance Plan contemplates, the execution of a "TIRZ Agreement"; and

WHEREAS, this Agreement is the "TIRZ Agreement" authorized by the Act and contemplated by the Preliminary Project and Finance Plan; and

WHEREAS, on July 11, 2023, the Board (i) approved the *Reinvestment Zone Number Fifteen, City of Celina, Texas Final Project and Finance Plan* consistent with the Preliminary Project and Finance Plan (the "Final Project and Finance Plan") and this Agreement and (ii) recommended approval of the Final Project and Finance Plan and this Agreement to the City Council; and

WHEREAS, on July 11, 2023, the City Council adopted Ordinance No. 2023-52 approving the Final Project and Finance Plan; and

WHEREAS, the obligations of the Public Parties under this Agreement are limited to amounts received and required to be deposited into the TIRZ Fund; and

WHEREAS, the Developer owns an approximately 413.880-acre tract of land described on **Exhibit A** of this Agreement (the "Property") that is located within the boundaries of the TIRZ; and

WHEREAS, the Developer intends to develop the Property as a planned development consistent with the terms of the Development Agreement and the City intends to reimburse the Developer for the Project Costs the Developer will incur with the development of the Property; and

WHEREAS, the TIRZ payments and economic development grant provided to the Developer under this Agreement are for the public purposes of creating jobs, expanding the tax base, and promoting development and redevelopment within the TIRZ; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding their tax base which is a public purpose; and

WHEREAS, the Public Parties have determined that the public will receive benefits for the payments provided by imposing on the Developer performance standards and penalties for any failure to meet the standards; and

WHEREAS, the Parties have determined that this Agreement is necessary and convenient to implement the Final Project and Finance Plan and that the Public Improvements benefit the TIRZ; and

WHEREAS, the City has authority to make grants of revenue from the TIRZ Fund pursuant to Chapter 380 of the Texas Local Government Code, and the City and the Board have the same authority pursuant to Section 311.010(h) of the Act and the TIRZ Ordinance.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

1. "Act" is defined in the Recitals.
2. "Administrative Costs" mean the actual, direct 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 Project and Finance Plan and the 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.

3. "Agreement" means this TIRZ Agreement which is a TIRZ obligation under Section 311.017 of the TIRZ Act.
4. "Board" means the Board of Directors of the TIRZ.
5. "City" means the City of Celina, Texas.
6. "City Council" means the governing body of the City.
7. "City TIRZ Contribution" is defined as the portion of the City's ad valorem tax increment to be deposited into the TIRZ Fund during the Term, which shall be an amount equal to twenty cents per \$100 of assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources), unless the City modifies or revokes any of the District Consents (as defined in the Development Agreement) or dissolves the District, at which time the City's TIRZ participation and deposits into the TIRZ Fund shall increase to an amount equal to 100 percent of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources), for the remainder of the Term.
8. "Developer" is defined in the introductory paragraph of this Agreement.
9. "Development" is defined as the development of the Property consistent with the terms of the Development Agreement.
10. "Development Agreement" means the Development Agreement between the Developer and the City entered into on January 11, 2022 and recorded in the Collin County Public Records as Document Number 20220120000108420, as amended.
11. "District" means District as defined in the Development Agreement.
12. "Economic Development Grant" means an economic development grant authorized by the Economic Development Provision 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.
13. "Economic Development Provision" means 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.
14. "Effective Date" means July 11, 2023.
15. "Final Project and Finance Plan" is defined in the Recitals.
16. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.
17. "Preliminary Project and Finance Plan" is defined in the Recitals.

18. "Project Costs" means the actual Administrative Costs, 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 Chapter 380 of the Texas Local Government Code and the Board's authority pursuant to Section 311.010(h) of the Act as such grants are set forth in the Final Project and Finance Plan, as amended, 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.
19. "Property" is defined as the approximately 413.880-acre tract of land described by metes and bounds on Exhibit A and included within the TIRZ.
20. "Public Parties" is defined in the introductory paragraph.
21. "Public Improvements" means all public improvements required for full development of the Property, including water, sewer, drainage, roadway, trail, fencing, and other public improvements, the costs of which are not reimbursed from the District's net bond proceeds, as contemplated by the Development Agreement, which improvements are to be reimbursed pursuant to the Final Project and Finance Plan and this Agreement, 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.
22. "Term" means the duration of the TIRZ and the term of this Agreement, which shall continue in effect until the earlier of the Designated Termination Date or the date on which all Project Costs, 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.
23. "TIRZ" means Reinvestment Zone Number Fifteen, City of Celina, Texas.
24. "TIRZ Act" means Chapter 311, Texas Tax Code.
25. "TIRZ Fund" means the tax increment fund created by the City and segregated from all other funds of the City into which the City deposits the City TIRZ Contribution and any other legally permitted sources of funds intended to pay Project Costs.
26. "TIRZ Ordinance" is defined in the Recitals.

ARTICLE III **PAYMENT OF PROJECT COSTS**

3.1 Deposits into TIRZ Fund. Commencing on the Effective Date, and continuing for the term of this Agreement, the Public Parties shall cause to be deposited into the TIRZ Fund (or appropriate subaccount created therein by the City) the City TIRZ Contribution. None of the Public Parties shall take any actions the effect of which would be to reduce or adversely affect the City TIRZ Contribution or otherwise reduce or adversely affect the timely deposit of funds into the TIRZ Fund or held in the TIRZ Fund. Notwithstanding the foregoing, nothing in this Agreement shall prevent the City from reducing its ad valorem property tax rate or from taking actions necessary to remain in compliance with state law. 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 this 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.

3.2 Procedure for Payment. The Developer will present to the City Manager of the City, not more frequently than monthly, invoices evidencing Project Costs (including proof of payment, construction contracts, and other reasonable supporting documentation as may be requested by the City Manager). The City Manager shall review the Project Costs and supporting documentation and shall approve, deny or request additional documentation on behalf of the Public Parties within 45 days (which approvals shall not be unreasonably withheld). If the City Manager takes no action within such 45-day period, the invoices shall be deemed approved except for projects that require remediation. Project Costs approved by the City Manager or that are deemed approved shall be paid to the Developer or its contractor from the TIRZ Fund within 30 days of such approval provided sufficient funds are available in the TIRZ Fund. If insufficient TIRZ Funds are available to pay the full amount of invoices submitted pursuant to this section, the City shall then make annual payments to Developer by May 31st of each calendar year using the TIRZ Funds received since the last payment and continuing each subsequent year until the full amount of the approved Project Costs have been paid. The Parties will use all reasonable efforts to resolve disputes within 30 days, after which time period the Developer or City may pursue its remedies under this Agreement.

3.3 Limitation on Payment. The Developer agrees to seek payment solely from the TIRZ Fund, and waives any claim, whatsoever, on the City's general fund or other funds, for any obligation of the City under this Agreement and waives, releases and holds harmless the City for any obligation beyond the TIRZ Fund. Nothing in this Agreement shall be construed to obligate the City to provide payment of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs. The City shall not adopt an ordinance providing for termination of the

TIRZ on a date earlier than provided in the ordinance that established TIRZ unless this Agreement has been terminated pursuant to its terms. Upon the termination of this Agreement and the TIRZ, any obligation of the City to provide payments to the Developer for Project Costs shall automatically expire and terminate.

3.4 Collection and Payment Source. The Public Parties will make all payments required by this Agreement from the TIRZ Fund, without counterclaim or offset.

3.5 City's Obligations. The obligation of the Public Parties to make the payments set forth in this Agreement from the TIRZ Fund are absolute and unconditional. The Public Parties shall not suspend or discontinue any deposits or payments required by this Agreement. Notwithstanding, the obligations of the Public Parties are limited to availability of funds within the TIRZ Fund.

3.6 Remaining Balance. Any balance remaining in the TIRZ Fund upon expiration of the Term that is not otherwise legally committed to pay the Developer for the Project Costs may be deposited to the general fund of the City.

3.7 Tax Abatement. The City agrees not to approve a tax abatement for the Property without the consent of the Developer.

3.8 District Debt. The City TIRZ Contribution may be pledged to the repayment of debt issued by the District.

ARTICLE IV **ADDITIONAL PROVISIONS.**

4.1 Term. This Agreement shall expire at the end of the Term.

4.2 Assignment.

(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 "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. An Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Notice of each proposed assignment to an 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 Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the 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 an Assignee shall be provided to the City within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the 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, the Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the 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 Assignees, including a copy of each executed assignment and the 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.

(e) The City shall not assign this Agreement.

4.3 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, 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.

4.4 Events of Default. No Party shall be in default under this Agreement until written notice of the alleged default of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged default) and until such Party has been given a reasonable period of time to perform, but in any event, not less than 30 days. Notwithstanding the foregoing, the cure period for making a payment required by this Agreement shall not exceed 15 days following the delivery of notice of the alleged default.

4.5 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 FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, NO DEFAULT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT, LIMIT THE TERM OF THIS AGREEMENT, OR REDUCE

DEPOSITS INTO THE TIRZ FUND AND PAYMENTS TO THE DEVELOPER PURSUANT TO THE TERMS OF THIS AGREEMENT.

4.6 Notice. 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:

To the City:	Attn: City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, P.L.L.C. 6371 Preston Road, Ste. 200 Frisco, Texas 75034
To the Developer:	HC Celina 414, LLC Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, TX 75225 E-mail: pwh@huffinescommunities.com
With a copy to:	Shupe Ventura, PLLC Attn: Misty Ventura 9406 Biscayne Boulevard Dallas, TX 75218 E-mail: misty.ventura@svlandlaw.com
To the Board:	City of Celina Attn: TIRZ #15 Chairman of the Board 302 W. Walnut St. Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, P.L.L.C. 6371 Preston Road, Ste. 200 Frisco, Texas 75034

4.7 Authority and Enforceability. The Public Parties represent and warrant that this Agreement has been approved by each of their governing bodies in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individuals executing this Agreement on behalf of the Public Parties have 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 acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

4.8 Entire Agreement; Severability. This Agreement and the Development Agreement constitute the agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matters of these agreements. This Agreement shall not be amended or terminated except in writing signed by the Parties. 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, 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.

4.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be in Denton County, Texas.

4.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another 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.

4.11 Time is of the Essence. Time is of the essence in the commencement and progress of the development and construction of the Development and is a material requirement of this Agreement.

4.12 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.

4.13 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.14 No Boycott of 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 or Texas 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.

4.15 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 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 to City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas 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.

4.16 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 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 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.

4.17 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 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 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."

4.18 Affiliate. As used in Sections 4.14 through 4.17, 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.

4.19 Form 1295. The Parties acknowledge and agree that the Developer submitted to the City a completed Form 1295 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") at the time Developer submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

4.20 Chapter 380. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

4.21 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. Pursuant to Section 552.372, Texas Government Code, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

4.22 Conflicts. Regardless of the actual drafter(s) of this Agreement in the event of a dispute over meaning or application, all agreements will be interpreted fairly and reasonably, and

neither more strongly for or against any party. To the extent there is a conflict between this Agreement and the Preliminary Project and Finance Plan or the Final Project and Finance Plan, this Agreement shall control.

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

Exhibit A Metes and Bounds Description of the Property

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: 2021.007.015e - Serenade TIRZ - TIRZ Agreement (Serenade (Huffines Bray) - TIRZ Agreement)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of July 11, 2023.

THE CITY:

CITY OF CELINA, TEXAS

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

Attachment: 2021.007.015e - Serenade TIRZ - TIRZ Agreement (Serenade (Huffines Bray) - TIRZ Agreement)

THE BOARD:

REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA

_____, Board Chair

ATTEST:

_____, Board Secretary

APPROVED AS TO FORM AND LEGALITY:

_____, Board Attorney

THE DEVELOPER:

HC Celina 414, LLC
a Texas limited liability company

By: _____
Name: Phillip Huffines or Donald Huffines
Title: Managing Director

Attachment: 2021.007.015e - Serenade TIRZ - TIRZ Agreement (Serenade (Huffines Bray) - TIRZ Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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 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.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: LaUna (Huffines Carter) TIRZ - Final Project and Financing Plan Ordinance

Action Requested:

Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Sixteen, City of Celina, Texas; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date. (Final Project and Financing Plan - LaUna Ranch) (Behringer)

Background Information:

On June 13, 2023, City Council approved Ordinance No. 2023-53, creating TIRZ #16. The proposed Ordinance aims to allocate funds specifically towards initiatives that support and foster development activities within the designated Zone promoting its growth and advancement.

Board Review/Citizen Input:

The TIRZ #16 Board recommends approval.

Legal Review:

The Ordinance has been reviewed by the City Attorney.

Supporting Documents:

Proposed Ordinance
 Proposed Final Project and Financing Plan

Staff Recommendation:

Staff recommends approval.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FINAL PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NUMBER SIXTEEN, CITY OF CELINA, TEXAS; PROVIDING THAT 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"), adopted Ordinance No. 2023-53 on June 13, 2023 creating Reinvestment Zone Number Sixteen, City of Celina (the "TIRZ"); and

WHEREAS, pursuant to and as required by the Act, the governing body of the City (the "City Council") intends to adopt the Final Project and Finance Plan for the TIRZ (the "Final Project and Finance Plan"); and

WHEREAS, the City Council finds that the attached Final Project and Finance Plan meets the requirements of the Act.

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

Section 1. Findings. 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.

Section 2. Final Project and Finance Plan Adopted. The Final Project and Finance Plan for Reinvestment Zone Number Sixteen, City of Celina attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved.

Section 3. 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 4. 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 5. **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 11th DAY OF JULY, 2023.**

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

EXHIBIT A
FINAL PROJECT AND FINANCE PLAN

*REINVESTMENT ZONE NUMBER SIXTEEN
CITY OF CELINA, TEXAS
FINAL PROJECT AND FINANCE PLAN
(LAUNA RANCH)
(the "Final Plan")*

July 11, 2023

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. On June 13, 2023, the City created 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 Final 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 Final Plan. Pursuant to the Act, the City Council must approve a reinvestment zone final project and finance plan. The requirement of the Act for a reinvestment zone final project and finance plan for the Zone is satisfied by this Final Project and Finance Plan (the "Final 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 this 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. By the adoption of Ordinance No. 2023-53 on June 13, 2023, the City created the Zone. The ordinance creating the Zone appointed 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 reviewed the Final Plan and recommended 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) 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 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 extraterritorial jurisdiction. 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, and commercial 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 ("Public Improvements"), which improvements are to be reimbursed pursuant to this Final Plan and the TIRZ Agreement, 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 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 this 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 Final 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 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 assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted source) (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 Final 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 ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted source) 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 (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 City shall deposit the City TIRZ Contribution 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 (hereinafter defined) or the date on which all Project Costs, 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 Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final 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

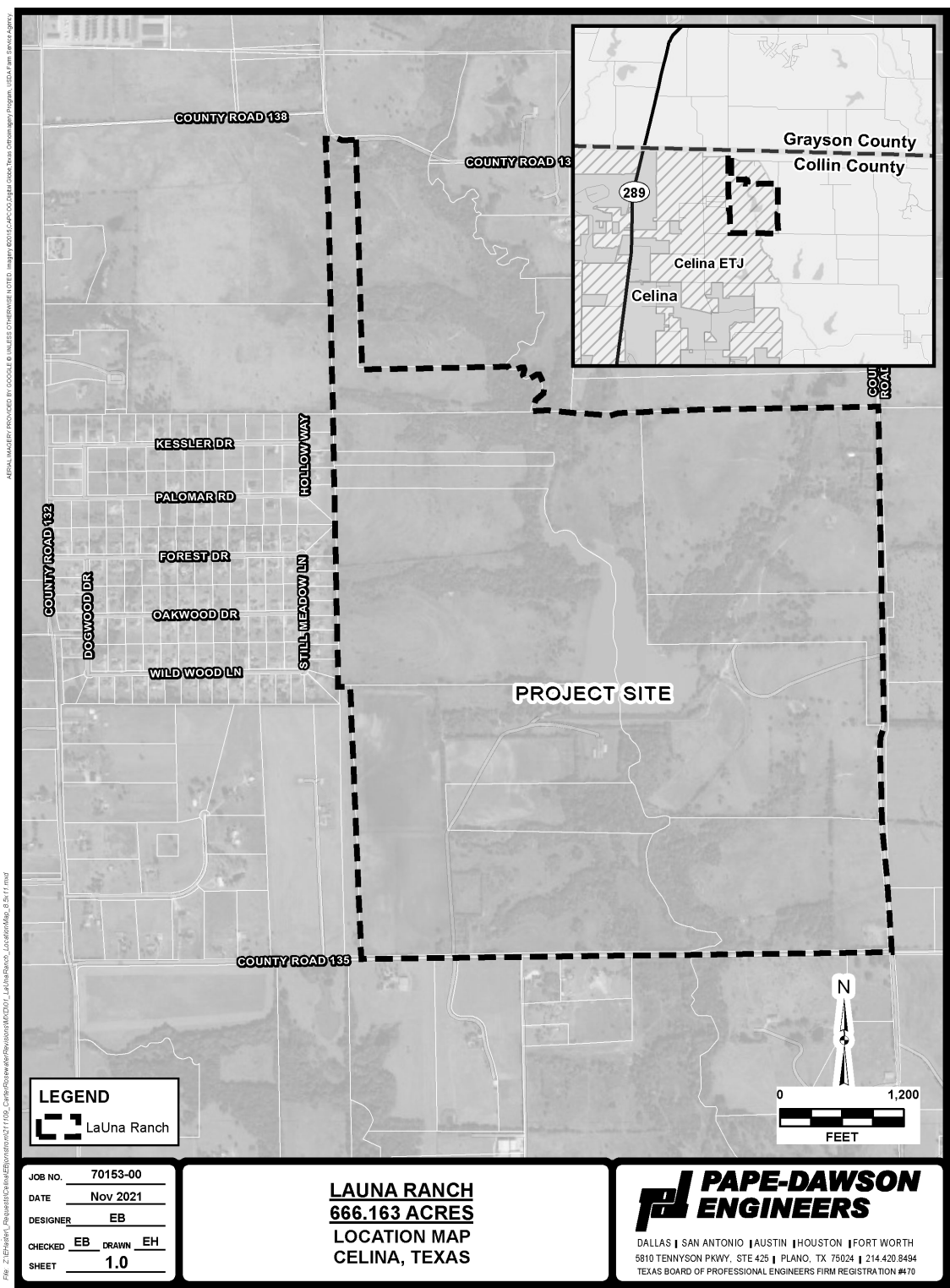
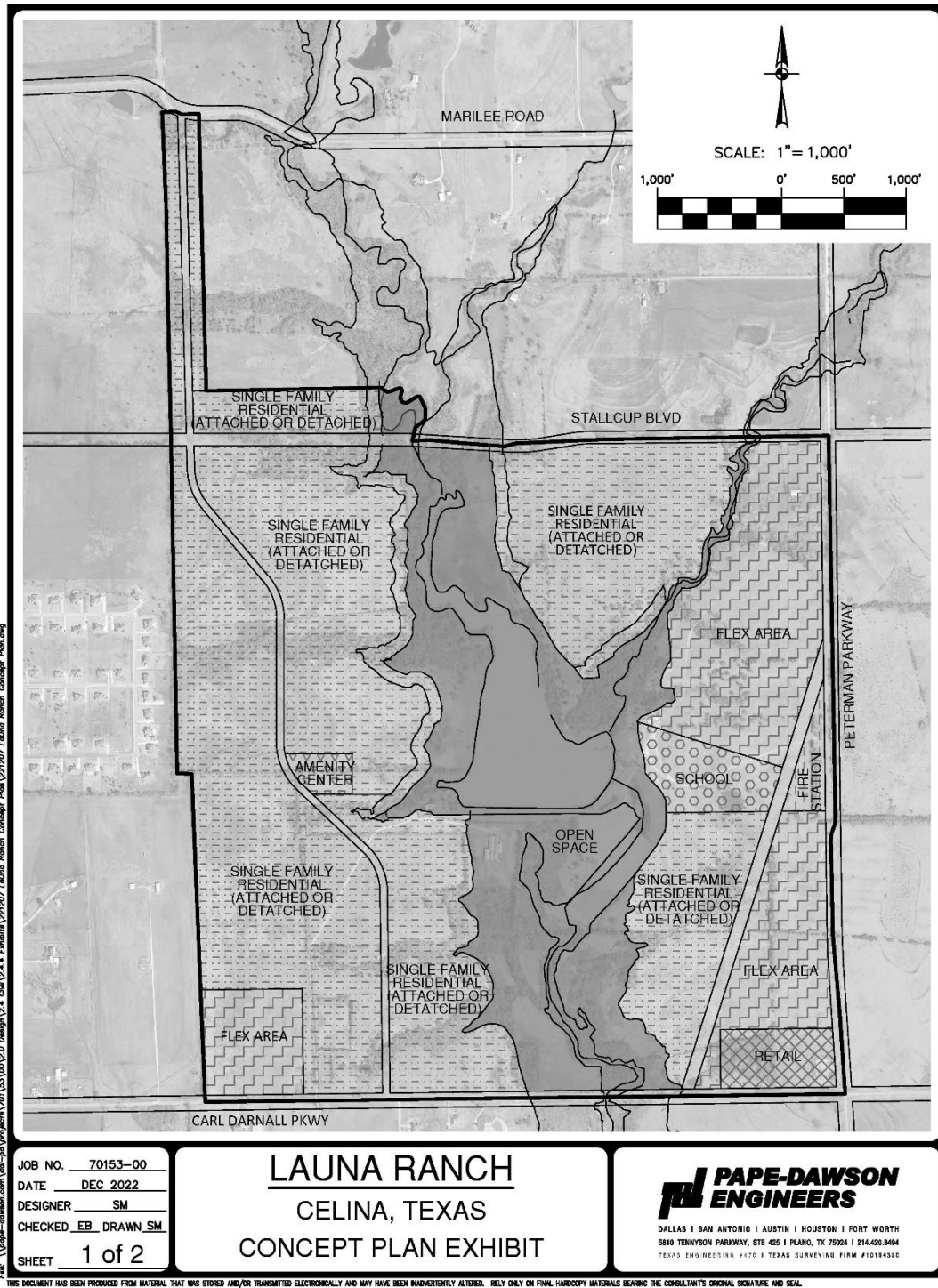


Exhibit B Concept Plan



Date: Dec 07, 2022, 5:23pm User: JB, 4436161616
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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 Mesquoakee 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.

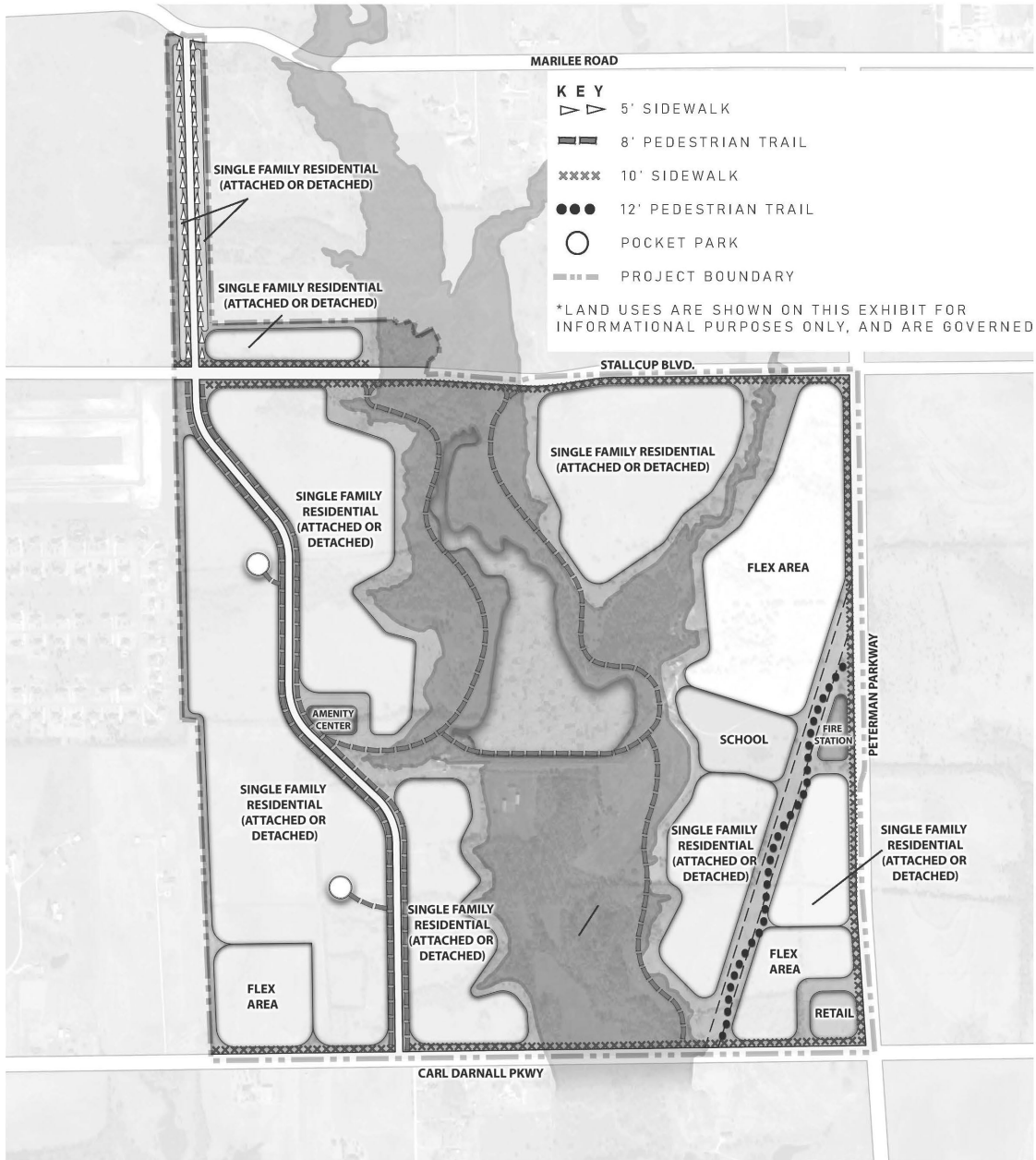
Exhibit D
Non-Project Costs

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

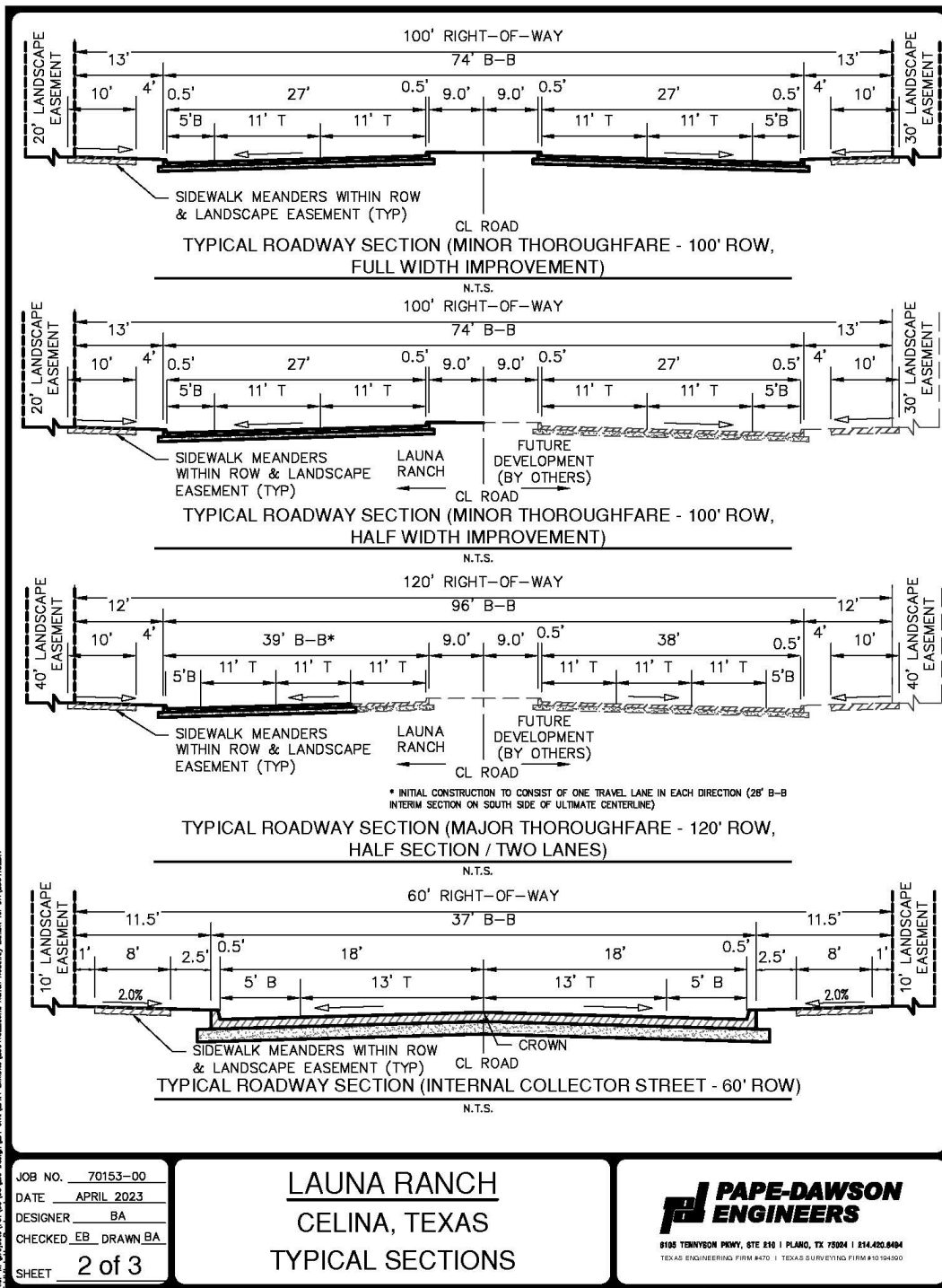


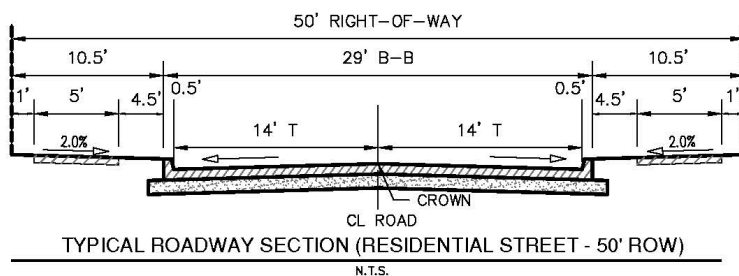
TRAIL LAYOUT PLAN
LAUNA RANCH | APRIL 2023

PLAN VIEW
SCALE: 1"=1000'









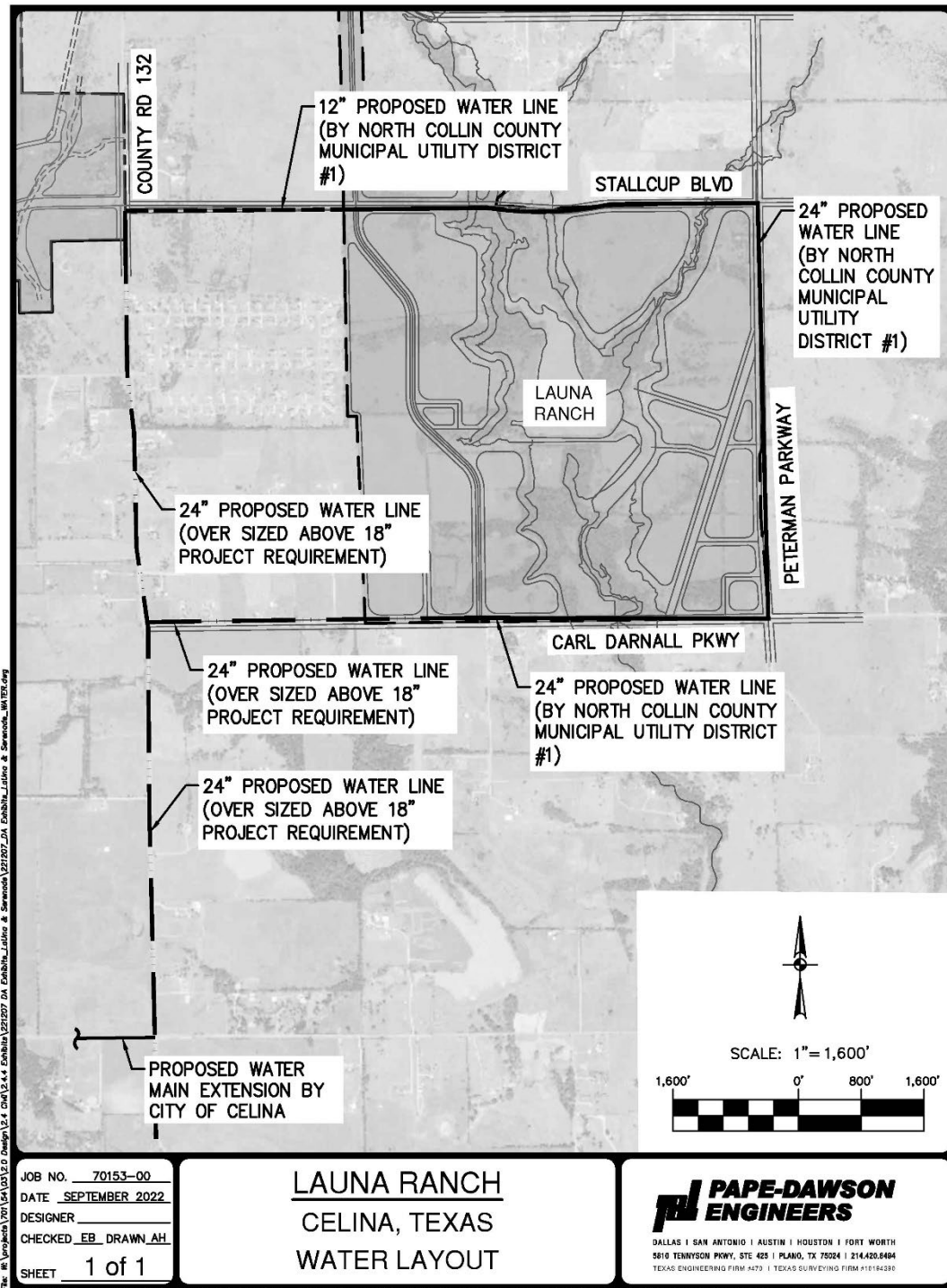
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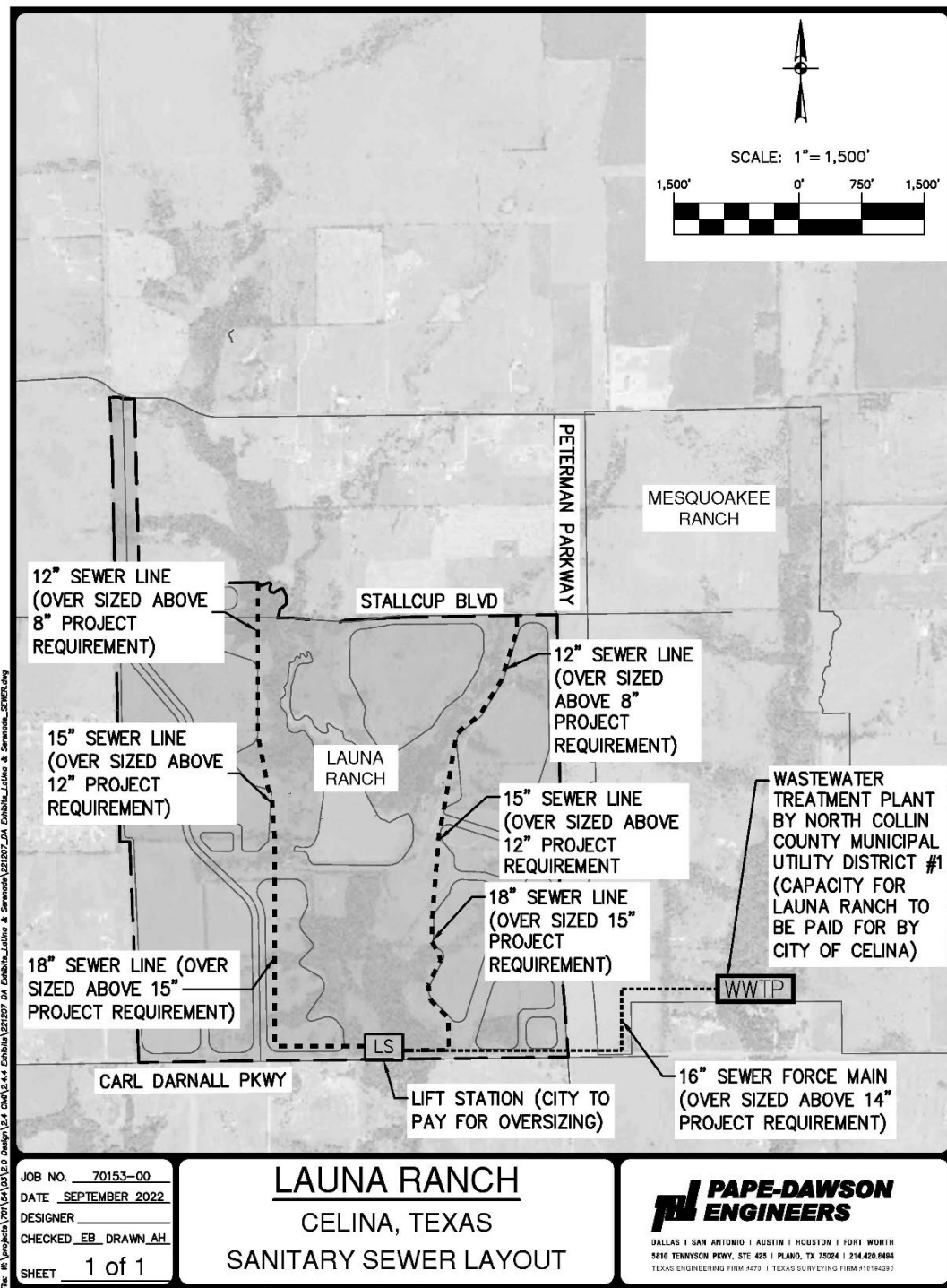
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DATE APRIL 2023
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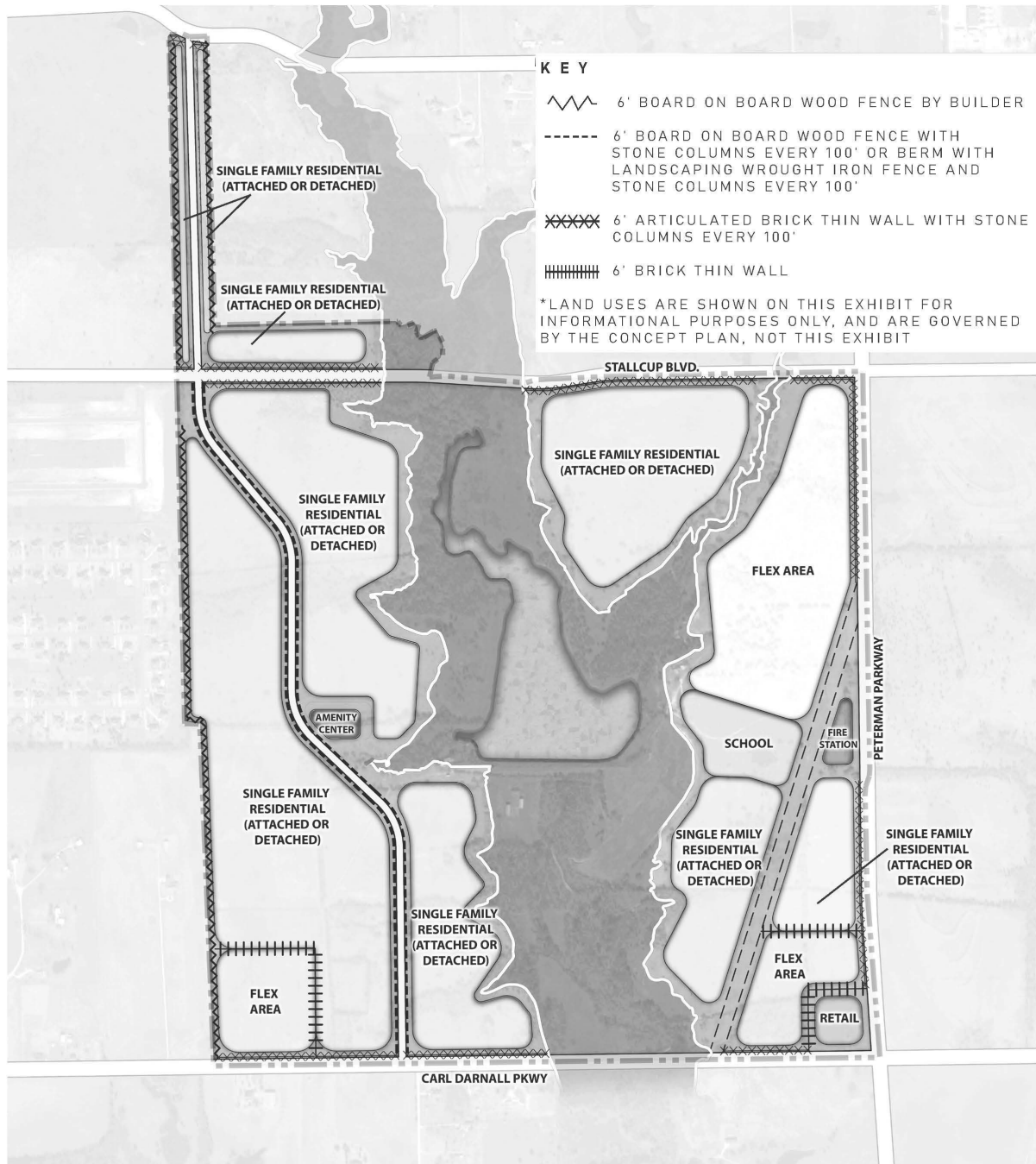
LAUNA RANCH
CELINA, TEXAS
TYPICAL SECTIONS



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.







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					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				



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Michael Behringer, Assistant to the City Manager
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: LaUna (Huffines Carter) - TIRZ Agreement

Action Requested:

Consider and act upon a Tax Increment Reinvestment Zone Agreement by and between the City of Celina, the Board of Directors for Tax Increment Reinvestment Zone Number Sixteen, and Huffines Ranch, LLC. (TIRZ Agreement - LaUna) (Behringer)

Background Information:

Prior to adopting the TIRZ #16 Creation Ordinance, the City prepared the TIRZ #16 Preliminary Project and Financing Plan. The Preliminary Project and Financing Plan contemplates the execution of a TIRZ Agreement.

Board Review/Citizen Input:

On July 11, 2023, the Board approved the TIRZ #16 Final Project and Financing Plan consistent with the Preliminary Project and Financing Plan and this Agreement.

Legal Review:

The TIRZ Agreement has been reviewed by the City Attorney.

Supporting Documents:

LaUna (Huffines Carter) - TIRZ Agreement

Staff Recommendation:

Staff recommends approval.

TIRZ AGREEMENT

This Tax Increment Reinvestment Zone Agreement (this "Agreement") is entered into by and between the City of Celina, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number Sixteen, City of Celina (the "TIRZ"), and Huffines Ranch, LLC, a Texas limited liability company (the "Developer") to be effective July 11, 2023. The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I **RECITALS**

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

WHEREAS, words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in these Recitals, in Article II below, and in the documents referred to unless the context in which a word or phrase is used clearly requires a different meaning; and

WHEREAS, the TIRZ is a tax increment reinvestment zone created by the City Council of the City (the "City Council") pursuant to Chapter 311, Texas Tax Code, as amended (the "Act") by Ordinance No. 2023-53 adopted June 13, 2023 (the "TIRZ Ordinance"); and

WHEREAS, in addition to creating the TIRZ, the TIRZ Ordinance established and appointed the Board for the TIRZ; and

WHEREAS, prior to adopting the TIRZ Ordinance, the City prepared the *Reinvestment Zone Number Sixteen, City of Celina, Texas Preliminary Project and Finance Plan* for the TIRZ (the "Preliminary Project and Finance Plan"); and

WHEREAS, the Act authorizes, and the Preliminary Project and Finance Plan contemplates, the execution of a "TIRZ Agreement"; and

WHEREAS, this Agreement is the "TIRZ Agreement" authorized by the Act and contemplated by the Preliminary Project and Finance Plan; and

WHEREAS, on July 11, 2023, the Board (i) approved the *Reinvestment Zone Number Sixteen, City of Celina, Texas Final Project and Finance Plan* consistent with the Preliminary Project and Finance Plan (the "Final Project and Finance Plan") and this Agreement and (ii) recommended approval of the Final Project and Finance Plan and this Agreement to the City Council; and

WHEREAS, on July 11, 2023, the City Council adopted Ordinance No. 2023-53 approving the Final Project and Finance Plan; and

WHEREAS, the obligations of the Public Parties under this Agreement are limited to amounts received and required to be deposited into the TIRZ Fund; and

WHEREAS, the Developer owns an approximately 666.163-acre tract of land described on **Exhibit A** of this Agreement (the "Property") that is located within the boundaries of the TIRZ; and

WHEREAS, the Developer intends to develop the Property as a planned development consistent with the terms of the Development Agreement and the City intends to reimburse the Developer for the Project Costs the Developer will incur with the development of the Property; and

WHEREAS, the TIRZ payments provided to the Developer under this Agreement are for the public purposes of creating jobs, expanding the tax base, and promoting development and redevelopment within the TIRZ; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding their tax base which is a public purpose; and

WHEREAS, the Public Parties have determined that the public will receive benefits for the payments provided by imposing on the Developer performance standards and penalties for any failure to meet the standards; and

WHEREAS, the Parties have determined that this Agreement is necessary and convenient to implement the Final Project and Finance Plan and that the Public Improvements benefit the TIRZ; and

WHEREAS, the City has authority to make grants of revenue from the TIRZ Fund pursuant to Chapter 380 of the Texas Local Government Code, and the City and the Board have the same authority pursuant to Section 311.010(h) of the Act and the TIRZ Ordinance.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

1. "Act" is defined in the Recitals.
2. "Administrative Costs" mean the actual, direct 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 Project and Finance Plan and the 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.

3. "Agreement" means this TIRZ Agreement which is a TIRZ obligation under Section 311.017 of the TIRZ Act.
4. "Board" means the Board of Directors of the TIRZ.
5. "City" means the City of Celina, Texas.
6. "City Council" means the governing body of the City.
7. "City TIRZ Contribution" is defined as the portion of the City's ad valorem tax increment to be deposited into the TIRZ Fund during the Term, which shall be an amount equal to twenty cents per \$100 of assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources), unless the City modifies or revokes any of the District Consents (as defined in the Development Agreement) or dissolves the District, at which time the City's TIRZ participation and deposits into the TIRZ Fund shall increase to an amount equal to 100 percent of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources) for the remainder of the Term.
8. "Developer" is defined in the introductory paragraph of this Agreement.
9. "Development" is defined as the development of the Property consistent with the terms of the Development Agreement.
10. "Development Agreement" means the Development Agreement between the Developer and the City entered into on January 11, 2022 and recorded in the Collin County Public Records as Document Number 20220125000132100, as amended.
11. "District" means District as defined in the Development Agreement.
12. "Effective Date" means July 11, 2023.
13. "Final Project and Finance Plan" is defined in the Recitals.
14. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.
15. "Preliminary Project and Finance Plan" is defined in the Recitals.
16. "Project Costs" means the actual Administrative Costs and 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 Chapter 380 of the Texas Local Government Code and the Board's authority pursuant to Section 311.010(h) of the Act as such grants are set forth in the Final Project and Finance Plan, as amended, including all reasonable and customary soft costs related thereto.

17. "Property" is defined as the approximately 666.163-acre tract of land described by metes and bounds on Exhibit A and included within the TIRZ.
18. "Public Parties" is defined in the introductory paragraph.
19. "Public Improvements" means all public improvements required for full development of the Property, including water, sewer, drainage, roadway, trail, fencing, and other public improvements, the costs of which are not reimbursed from the District's net bond proceeds, as contemplated by the Development Agreement, which improvements are to be reimbursed pursuant to the Final Project and Finance Plan and this Agreement, 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.
20. "Term" means the duration of the TIRZ and the term of this Agreement, which shall continue in effect until the earlier of the Designated Termination Date or the date on which all Project Costs, 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.
21. "TIRZ" means Reinvestment Zone Number Sixteen, City of Celina, Texas.
22. "TIRZ Act" means Chapter 311, Texas Tax Code.
23. "TIRZ Fund" means the tax increment fund created by the City and segregated from all other funds of the City into which the City deposits the City TIRZ Contribution and any other legally permitted sources of funds intended to pay Project Costs.
24. "TIRZ Ordinance" is defined in the Recitals.

ARTICLE III **PAYMENT OF PROJECT COSTS**

3.1 Deposits into TIRZ Fund. Commencing on the Effective Date, and continuing for the term of this Agreement, the Public Parties shall cause to be deposited into the TIRZ Fund (or appropriate subaccount created therein by the City) the City TIRZ Contribution. None of the Public Parties shall take any actions the effect of which would be to reduce or adversely affect the City TIRZ Contribution or otherwise reduce or adversely affect the timely deposit of funds into the TIRZ Fund or held in the TIRZ Fund. Notwithstanding the foregoing, nothing in this Agreement shall prevent the City from reducing its ad valorem property tax rate or from taking actions necessary to remain in compliance with state law. 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 this Agreement.

3.2 Procedure for Payment. The Developer will present to the City Manager of the City, not more frequently than monthly, invoices evidencing Project Costs (including proof of payment, construction contracts, and other reasonable supporting documentation as may be requested by the City Manager). The City Manager shall review the Project Costs and supporting documentation and shall approve, deny or request additional documentation on behalf of the Public Parties within 45 days (which approvals shall not be unreasonably withheld). If the City Manager takes no action within such 45-day period, the invoices shall be deemed approved except for projects that require remediation. Project Costs approved by the City Manager or that are deemed approved shall be paid to the Developer or its contractor from the TIRZ Fund within 30 days of such approval provided sufficient funds are available in the TIRZ Fund. If insufficient TIRZ Funds are available to pay the full amount of invoices submitted pursuant to this section, the City shall then make annual payments to Developer by May 31st of each calendar year using the TIRZ Funds received since the last payment and continuing each subsequent year until the full amount of the approved Project Costs have been paid. The Parties will use all reasonable efforts to resolve disputes within 30 days, after which time period the Developer or City may pursue its remedies under this Agreement.

3.3 Limitation on Payment. The Developer agrees to seek payment solely from the TIRZ Fund, and waives any claim, whatsoever, on the City's general fund or other funds, for any obligation of the City under this Agreement and waives, releases and holds harmless the City for any obligation beyond the TIRZ Fund. Nothing in this Agreement shall be construed to obligate the City to provide payment of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs. The City shall not adopt an ordinance providing for termination of the TIRZ on a date earlier than provided in the ordinance that established TIRZ unless this Agreement has been terminated pursuant to its terms. Upon the termination of this Agreement and the TIRZ, any obligation of the City to provide payments to the Developer for Project Costs shall automatically expire and terminate.

3.4 Collection and Payment Source. The Public Parties will make all payments required by this Agreement from the TIRZ Fund, without counterclaim or offset.

3.5 City's Obligations. The obligation of the Public Parties to make the payments set forth in this Agreement from the TIRZ Fund are absolute and unconditional. The Public Parties shall not suspend or discontinue any deposits or payments required by this Agreement. Notwithstanding, the obligations of the Public Parties are limited to availability of funds within the TIRZ Fund.

3.6 Remaining Balance. Any balance remaining in the TIRZ Fund upon expiration of the Term that is not otherwise legally committed to pay the Developer for the Project Costs may be deposited to the general fund of the City.

3.7 Tax Abatement. The City agrees not to approve a tax abatement for the Property without the consent of the Developer.

3.8 District Debt. The City TIRZ Contribution may be pledged to the repayment of debt issued by the District.

ARTICLE IV **ADDITIONAL PROVISIONS.**

4.1 Term. This Agreement shall expire at the end of the Term.

4.2 Assignment.

(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 "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. An Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Notice of each proposed assignment to an 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 Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the 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 an Assignee shall be provided to the City within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the 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, the Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the 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 Assignees, including a copy of each executed assignment and the 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.

(e) The City shall not assign this Agreement.

4.3 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, 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.

4.4 Events of Default. No Party shall be in default under this Agreement until written notice of the alleged default of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged default) and until such Party has been given a reasonable period of time to perform, but in any event, not less than 30 days. Notwithstanding the foregoing, the cure period for making a payment required by this Agreement shall not exceed 15 days following the delivery of notice of the alleged default.

4.5 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 FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, NO DEFAULT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT, LIMIT THE TERM OF THIS AGREEMENT, OR REDUCE DEPOSITS INTO THE TIRZ FUND AND PAYMENTS TO THE DEVELOPER PURSUANT TO THE TERMS OF THIS AGREEMENT.

4.6 Notice. 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:

To the City: Attn: City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer Fort, P.L.L.C.
6371 Preston Road, Ste. 200
Frisco, Texas 75034

To the Developer: Huffines Ranch, LLC
Attn: Phillip Huffines
8200 Douglas Avenue, Suite 300
Dallas, TX 75225
E-mail: pwh@huffinescommunities.com

With a copy to: Shupe Ventura, PLLC
Attn: Misty Ventura
9406 Biscayne Boulevard
Dallas, TX 75218
E-mail: misty.ventura@svlandlaw.com

To the Board: City of Celina
Attn: TIRZ #15 Chairman of the Board
302 W. Walnut St.
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer Fort, P.L.L.C.
6371 Preston Road, Ste. 200
Frisco, Texas 75034

4.7 Authority and Enforceability. The Public Parties represent and warrant that this Agreement has been approved by each of their governing bodies in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individuals executing this Agreement on behalf of the Public Parties have 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 acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

4.8 Entire Agreement; Severability. This Agreement and the Development Agreement constitute the agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matters of these agreements. This Agreement shall not be amended or terminated except in writing signed by the Parties. 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, 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.

4.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be in Denton County, Texas.

4.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another 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.

4.11 Time is of the Essence. Time is of the essence in the commencement and progress of the development and construction of the Development and is a material requirement of this Agreement.

4.12 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.

4.13 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.14 No Boycott of 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 or Texas 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.

4.15 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 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 to City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas 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.

4.16 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 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 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.

4.17 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 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 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."

4.18 Affiliate. As used in Sections 4.14 through 4.17, 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.

4.19 Form 1295. The Parties acknowledge and agree that the Developer submitted to the City a completed Form 1295 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") at the time Developer submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

4.20 Chapter 380. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

4.21 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. Pursuant to Section 552.372, Texas Government Code, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

4.22 Conflicts. Regardless of the actual drafter(s) of this Agreement in the event of a dispute over meaning or application, all agreements will be interpreted fairly and reasonably, and neither more strongly for or against any party. To the extent there is a conflict between this Agreement and the Preliminary Project and Finance Plan or the Final Project and Finance Plan, this Agreement shall control.

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

Exhibit A Metes and Bounds Description of the Property

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: 2021.007.020f - LaUna TIRZ - TIRZ Agreement (LaUna (Huffines Carter) - TIRZ Agreement)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of July 11, 2023.

THE CITY:

CITY OF CELINA, TEXAS

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

Attachment: 2021.007.020f - LaUna TIRZ - TIRZ Agreement (LaUna (Huffines Carter) - TIRZ Agreement)

THE BOARD:

REINVESTMENT ZONE NUMBER SIXTEEN, CITY OF CELINA

_____, Board Chair

ATTEST:

_____, Board Secretary

APPROVED AS TO FORM AND LEGALITY:

_____, Board Attorney

Attachment: 2021.007.020f - LaUna TIRZ - TIRZ Agreement (LaUna (Huffines Carter) - TIRZ Agreement)

THE DEVELOPER:

HUFFINES RANCH, LLC,
a Texas limited liability company

By: Love and Joy Trust, its managing member

By: _____
Donald Huffines, Trustee

Attachment: 2021.007.020f - LaUna TIRZ - TIRZ Agreement (LaUna (Huffines Carter) - TIRZ Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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);

39.32 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);

95.25 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);

98.28 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);

98.08 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);

98.25 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 Mesquoakee 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.

Attachment: 2021.007.020f - LaUna TIRZ - TIRZ Agreement (LaUna (Huffines Carter) - TIRZ Agreement)



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, Interim City Manager
 Date: July 11, 2023
 Re: LaUna Ranch MUD Creation

Action Requested:

Consider and act upon a Resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)

Applicant:

HC Hebron 121 Station 1, LLC
 8200 Douglas Ave., Ste. 300
 Dallas, TX 75225

Background:

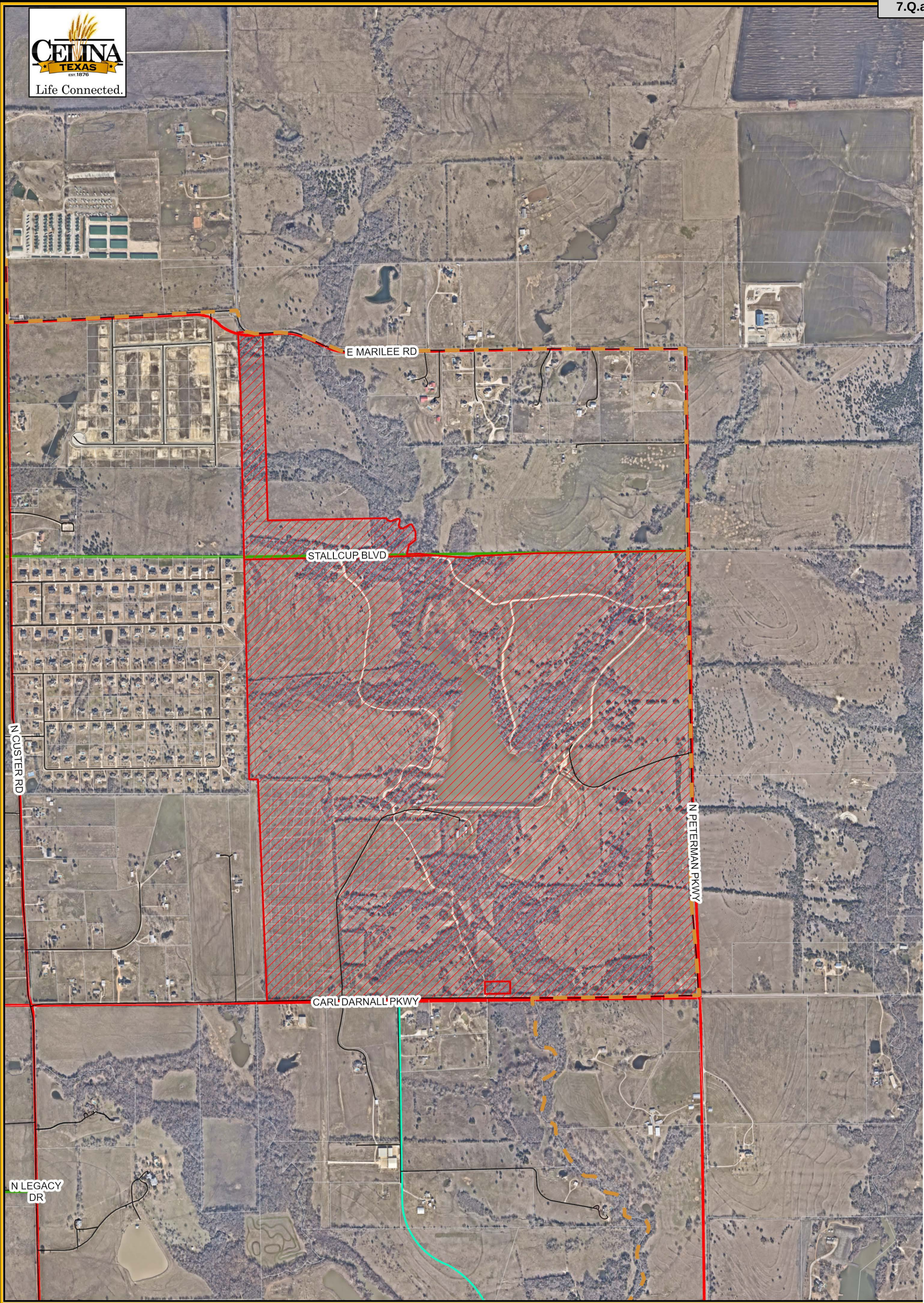
Please refer to the attachments for additional information.

Supporting Documents:

Location Map
 Draft Resolution

Staff Recommendation:

Staff recommends approval.



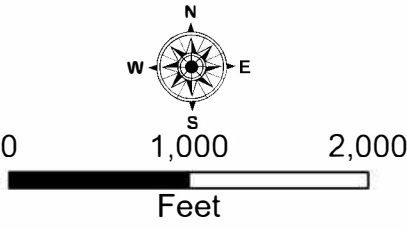
Attachment: Location Map (LaUna Ranch MUD Creation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

LaUna (Huffines Carter)
Location Map

City of Celina
4/24/2023



RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS CONSENTING TO A PETITION FOR THE CREATION OF
LAUNA RANCH MUNICIPAL UTILITY DISTRICT AND
ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION
OF THE DISTRICT

WHEREAS, on or about March 1, 2023, Huffines Ranch, LLC, a Texas limited liability company (the “Petitioner”), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, and V.T.C.A. Local Government Code, § 42.042, filed with the City of Celina (the “City”) the petition attached hereto as Exhibit “A”, requesting the City consent to the creation of a municipal utility district to be known as “LaUna Ranch Municipal Utility District” (the “District”) encompassing the property described in Exhibit “A” to such petition (the “Property”); and

WHEREAS, the Property currently lies wholly within the extraterritorial jurisdiction of the City; and

WHEREAS, the Petitioner intends to submit a voluntary annexation petition for the City to annex the Property into the corporate limits of the City consistent with the terms of the Development Agreement (hereinafter defined); and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits or the City’s extraterritorial jurisdiction and is permitted to attach certain conditions thereto; and

WHEREAS, the City Council has considered the Petition and desires to consent to the creation of the District upon the terms and conditions hereinafter provided.

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

Section 1. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

Section 2. The City Council officially finds, determines, recites, and declares that the adoption of this Resolution meets all the requirements of the Open Meetings Law, Texas Government Code, Chapter 551.

Section 3. The City Council hereby consents to the creation of the District and the inclusion of the Property within the District, subject to the Property being annexed into the corporate limits of the City prior to the creation of the District, provided that:

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

- A. Huffines Ranch, LLC shall enter into a Development Agreement with the City for the Property (the "Development Agreement").
- B. The District constructs facilities to serve the Property in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications in accordance with the terms of the Development Agreement.
- C. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection in accordance with the terms of the Development Agreement.
- D. The District may not annex land without the City's prior approval except as provided by the Development Agreement.
- E. Bonds issued by the District shall have a maximum maturity of thirty (30) years for any one series of bonds, unless otherwise agreed to by the City.
- F. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
 - 1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - 2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
 - 3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
 - 4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads.
- G. The District may not provide retail or wholesale water or wastewater services.
- H. Subject to the provisions of this Resolution, the District may be organized for such purposes as are set forth in the Petition and for the accomplishment of such purposes and shall have the powers permitted to districts organized under the terms and provisions of Article III, Section 52 and Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 11th day of July, 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

Attachment: Draft Resolution (LaUna Ranch MUD Creation)

Exhibit A
Copy of Petition

PETITION FOR CONSENT TO CREATION OF
LaUna Ranch Municipal Utility District

THE STATE OF TEXAS §

COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA:

The undersigned (collectively, the “Petitioner” or “Huffines Ranch”), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petitions this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be “LaUna Ranch Municipal Utility District” (the “District”).

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 666.163 acres of land (the “Property”), situated within Collin County, Texas, described by meted and bounds in Exhibit “A,” attached hereto and incorporated herein. The District is located wholly within the extraterritorial jurisdiction of the City of Celina, Texas (the “City”), and the District is not within the corporate limits or extraterritorial jurisdiction of any other city, town or village. Petitioner anticipates annexing the Property into the corporate limits of the City prior to creation of the District.

IV.

The undersigned constitutes a majority in value of the holders of title to the lands in the proposed District, as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.

V.

The proposed District shall be organized for the following purposes:

- (1) provide a water supply for the District for municipal and domestic uses;

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Attachment: Draft Resolution (LaUna Ranch MUD Creation)

- (2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;
- (4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and
- (5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water supply and distribution system for domestic purposes; (ii) the construction of a sanitary sewer conveyance and treatment system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the construction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; and (v) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, or roads. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services, and roads.

The provisions of such water, storm and sanitary sewer facilities and services, and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance and provide the water, sanitary sewer, and drainage facilities and services, and roads; therefore, a public necessity exists.

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VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately \$180,000,000.00.

X.

On October 13, 2021 HC Hebron 121 Station, LLC ("HC Hebron"), submitted to the City a Petition for Consent to the Creation of LaUna Ranch Municipal Utility District (the "Original Petition"). The City subsequently granted its consent to creation of the District pursuant to that certain Resolution No. 2022-02R dated January 11, 2022. At the time of the execution of the Original Petition, Huffines Ranch, LLC held record title to the Property, and HC Hebron was the sole member of Huffines Ranch, LLC. By inadvertent error, HC Hebron executed the Original Petition. To correct the error, Huffines Ranch, LLC is submitting this Petition as the record title holder to a majority of value of the Property as required by the Texas Water Code.

XI.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Celina, Texas, adopt a resolution giving its written consent to the creation of the District.

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Attachment: Draft Resolution (LaUna Ranch MUD Creation)

RESPECTFULLY SUBMITTED this the 1st day of MARCH, 2023.

PETITIONER:

HUFFINES RANCH, LLC,
a Texas limited liability company

By: Love and Joy Trust, its managing
member

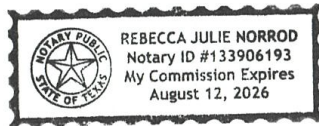
By: *Donald Huffines*
Donald Huffines, Trustee

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on MARCH 1, 2023, by Donald Huffines, the Trustee of Love and Joy Trust, the managing member of Huffines Ranch, LLC, on behalf of said Texas limited liability company.



Rebecca Julie Norrod
Notary Public in and for the State of Texas

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EXHIBIT "A"

(Legal Description)

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;

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Attachment: Draft Resolution (LaUna Ranch MUD Creation)

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 2009010500003450, 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:

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Attachment: Draft Resolution (LaUna Ranch MUD Creation)

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;

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Attachment: Draft Resolution (LaUna Ranch MUD Creation)

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 Mesquoakee 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;

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Attachment: Draft Resolution (LaUna Ranch MUD Creation)

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.

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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, Interim City Manager
Date: July 11, 2023
Re: Wells South IA #6 - Pre-SAP Resolution

Action Requested:

Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Neighborhood Improvement Area #6 Improvements to be financed within Neighborhood Improvement Area #6 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #6 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #6 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on August 8, 2023, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #6 of the Wells South Public Improvement District. (Wells South IA #6 – Pre-SAP Resolution) (Pollard)

Background:

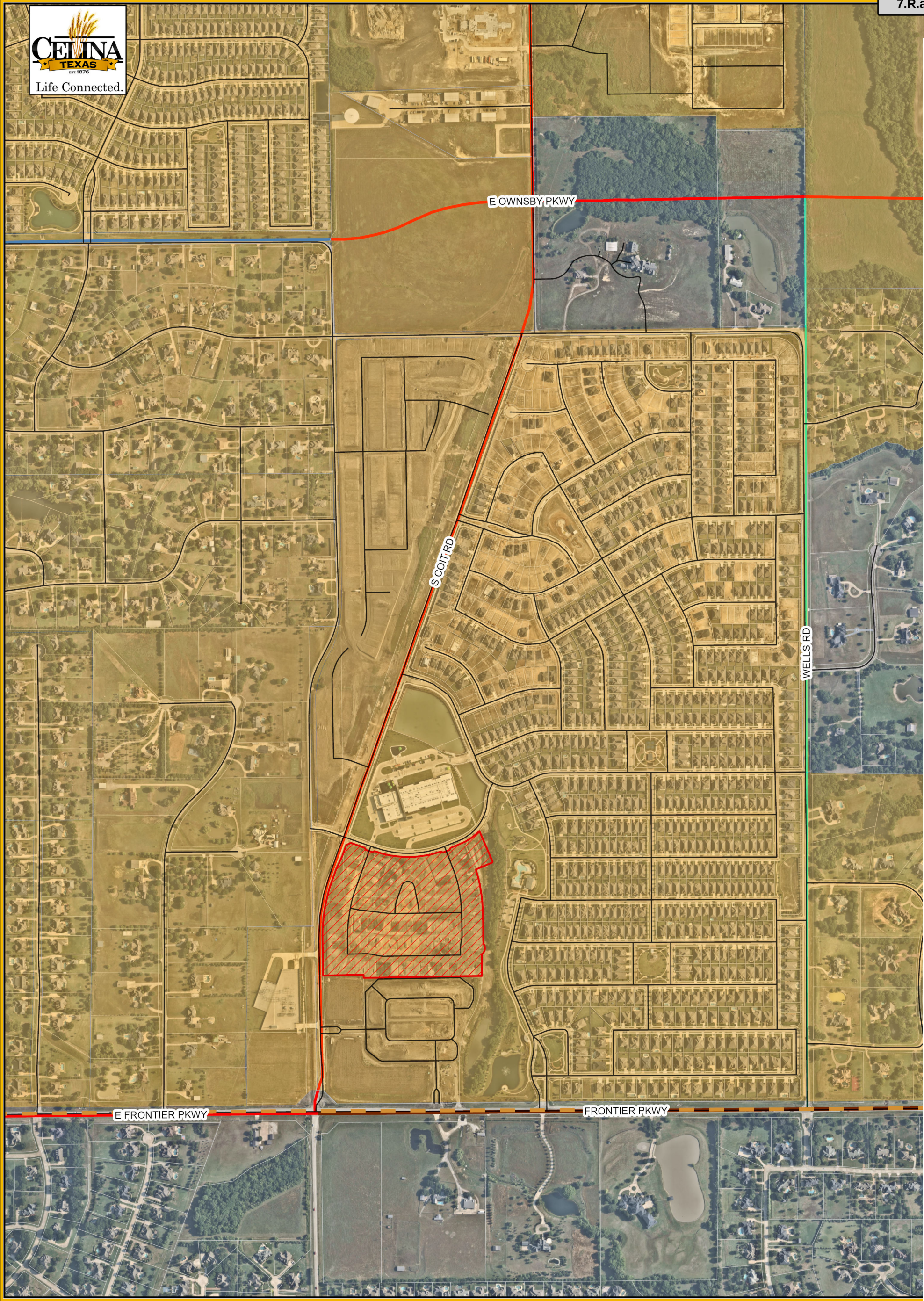
Please refer to the attachments for additional information.

Supporting Documents:

Location Map
Draft Resolution

Staff Recommendation:

Staff recommends approval.



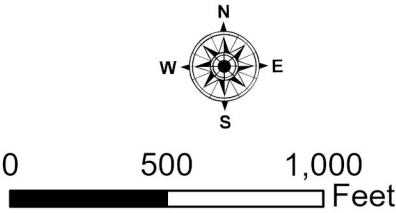
Attachment: Location Map (Wells South IA #6 – Pre-SAP Resolution)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Wells South
Improvement Area #6
City of Celina

6/28/2023



CITY OF CELINA, TEXAS

RESOLUTION NO. 2023-____R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #6 OF THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #6, INCLUDING A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR AUGUST 8, 2023 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #6 OF THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; 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 July 14, 2015, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City on May 21, 2015 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Wells South Development" requesting the creation of a public improvement district; and

WHEREAS, on July 14, 2015, the City Council adopted Resolution No. 2015-34R (the "Authorization Resolution"), authorizing, establishing, and creating the "Wells South Public Improvement District" (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$42,450,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, pursuant to ordinances adopted by the City Council on December 7, 2015, the City Council approved the Wells South Public Improvement District Service and Assessment

Plan, including the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #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 Neighborhood Improvement Area #1 Projects against property within Neighborhood Improvement Area #1 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 10, 2018, the City Council approved the Wells South Public Improvement District Service and Assessment Plan, updated for Neighborhood Improvement Area #2, including the Neighborhood Improvement Area #2 Assessment Roll (the "NIA #2 SAP Update") which updated the Original SAP for the District, levied special assessments for the construction of the Neighborhood Improvement Area #2 Improvements against certain property within Neighborhood Improvement Area #2 of the District ("NIA #2A"), set forth the conditions for the collection of the assessments levied against NIA #2A, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 8, 2020, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #3, including the Neighborhood Improvement Area #3 Assessment Roll (the "NIA #3 SAP Update") which updated the NIA #2 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #3 Improvements against certain property within Neighborhood Improvement Area #3 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 28, 2021, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #4, including the Neighborhood Improvement Area #4 Assessment Roll (the "NIA #4 SAP Update") which updated the NIA #3 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #4 Improvements against certain property within Neighborhood Improvement Area #4 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 13, 2022, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #5, including the Neighborhood

Improvement Area #5 Assessment Roll (the "NIA #5 SAP Update") which updated the NIA #4 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #5 Improvements against certain property within Neighborhood Improvement Area #5 of the District, and established a lien on such property; and

WHEREAS, the City Council and the City staff have been presented a preliminary service and assessment plan updated for Neighborhood Improvement Area #6, including a proposed Neighborhood Improvement Area #6 Assessment Roll attached thereto (the "Preliminary Updated SAP"), which updates the Original SAP (as amended and restated by Annual Service Plan Updates and other updates to the Original SAP previously approved by the City Council) for the District to include assessments proposed to be levied against property within Neighborhood Improvement Area #6 of the District that benefit from the Neighborhood Improvement Area #6 Improvements (as defined below). 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 Neighborhood Improvement Area #6 of the District, (iv) identifies the costs of the Neighborhood Improvement Area #6 Improvements, and (v) sets forth the proposed assessment roll for Neighborhood Improvement Area #6 (the "Proposed Neighborhood Improvement Area #6 Assessment Roll"); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time for the benefit of property within Neighborhood Improvement Area #6 (the "Neighborhood Improvement Area #6 Improvements") and the Proposed Neighborhood Improvement Area #6 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Neighborhood Improvement Area #6 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 Neighborhood Improvement Area #6 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 Neighborhood Improvement Area #6 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 Neighborhood Improvement Area #6 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 Neighborhood Improvement Area #6 Improvements to be financed by the District are as set forth in Table IV-G of the Preliminary Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Neighborhood Improvement Area #6 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 Neighborhood Improvement Area #6 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Neighborhood Improvement Area #6 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Neighborhood Improvement Area #6 of the District that benefits from the Neighborhood Improvement Area #6 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 Neighborhood Improvement Area #6 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council expressly defers the levy of special assessments against property within Future Neighborhood Improvement Areas for Authorized Improvements that will benefit such property until such time as the costs of such Authorized Improvements can be determined with certainty as referenced in the Preliminary Updated SAP.

SECTION 8. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **August 8, 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 Neighborhood Improvement Area #6 of the District that benefits from the Neighborhood Improvement Area #6 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **August 8, 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 **July 27, 2023**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Neighborhood Improvement Area #6 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **July 27, 2023** to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **August 8, 2023**, as required by Section 372.016(c) of the PID Act.

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **August 8, 2023** meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

ADOPTED, PASSED, AND APPROVED on this the 11th day of July, 2023.

Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

EXHIBIT A

PRELIMINARY UPDATED SAP

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

December 7, 2015

As updated for Neighborhood Improvement Area #2 on
July 10, 2018, Neighborhood Improvement Area #3 on
September 8, 2020, Neighborhood Improvement Area #4
on September 28, 2021, Neighborhood Improvement Area
#5 on September 13, 2022, and Neighborhood
Improvement Area #6 on July 11, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

RECITALS	1
I. PLAN DESCRIPTION AND DEFINED TERMS	4
A. INTRODUCTION	4
B. DEFINITIONS	4
II. PROPERTY INCLUDED IN THE PID	15
A. PROPERTY INCLUDED IN THE PID	15
B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1	15
C. PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA	16
D. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #2	16
E. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #3	17
F. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #4	17
G. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #5	18
H. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #6	18
I. PROPERTY LOCATED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS	18
III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS	20
A. AUTHORIZED IMPROVEMENT OVERVIEW	20
B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS	21
C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS	22
D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS	23
E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS	24
F. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS	25
G. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS	26
H. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS	28
I. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS	29
IV. SERVICE PLAN	30
A. INTRODUCTION	30
B. FIVE YEAR SERVICE PLAN	37
C. PID ASSESSMENT NOTICE	42
V. ASSESSMENT PLAN	43
A. INTRODUCTION	43
B. SPECIAL BENEFIT	44
C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS	45
D. ASSESSMENT METHODOLOGY	46
E. ASSESSMENTS	51
F. ADMINISTRATIVE EXPENSES	51
G. PREPAYMENT RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS	51
H. DELINQUENCY RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS	52

I.	ADDITIONAL INTEREST RESERVE – NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BONDS, NEIGHBORHOOD IMPROVEMENT AREA #4 BONDS, AND NEIGHBORHOOD IMPROVEMENT AREA #5 BONDS.....	52
VI.	TERMS OF THE ASSESSMENTS.....	53
A.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA.....	53
B.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1.....	53
C.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2.....	53
D.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3.....	53
E.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4.....	54
F.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5.....	54
G.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #6.....	54
H.	AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS.....	55
I.	REALLOCATION OF ASSESSMENTS	55
J.	MANDATORY PREPAYMENT OF ASSESSMENTS	57
K.	REDUCTION OF ASSESSMENTS.....	57
L.	PAYMENT OF ASSESSMENTS	58
M.	COLLECTION OF ANNUAL INSTALLMENTS	61
N.	SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT	63
O.	SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #1 BOND ACCOUNT	63
P.	SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BOND ACCOUNT	63
Q.	SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #4 BOND ACCOUNT	63
R.	SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #5 BOND ACCOUNT	63
VII.	THE ASSESSMENT ROLL.....	64
A.	MAJOR IMPROVEMENT AREA ASSESSMENT ROLL	64
B.	NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL.....	65
C.	NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL.....	66
D.	NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL.....	67
E.	NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL.....	68
F.	NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL.....	69
G.	NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL.....	70
H.	FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL.....	70
I.	ANNUAL ASSESSMENT ROLL UPDATES.....	71
VIII.	MISCELLANEOUS PROVISIONS	72
A.	ADMINISTRATIVE REVIEW	72
B.	TERMINATION OF ASSESSMENTS.....	72
C.	AMENDMENTS.....	72
D.	ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....	73
E.	SEVERABILITY	73
APPENDIX A - PID MAP		
APPENDIX B-1 - LEGAL DESCRIPTION - ALL PARCELS		
APPENDIX B-2 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #1		
APPENDIX B-3 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #2		

APPENDIX B-4 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #3

APPENDIX B-5 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #4

APPENDIX B-6 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #5

APPENDIX B-7 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #6

APPENDIX C - PID ASSESSMENT NOTICE

APPENDIX D – ASSESSMENT PER UNIT AND PROJECTED TAX RATE EQUIVALENTS

APPENDIX E - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

APPENDIX F - NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

APPENDIX G - NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

APPENDIX H - NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

APPENDIX I - NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

APPENDIX J - NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

APPENDIX K - PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL

RECITALS

WHEREAS, certain terms used herein are defined in Section I.B hereof; and

WHEREAS, on May 21, 2015, The George White Family Limited Partnership, a Texas limited partnership, and the owner of a majority of certain real property within the extraterritorial jurisdiction of the City, petitioned the City for the creation of a PID; and

WHEREAS, on July 14, 2015, after notice and a public hearing in the manner required by law, the City Council of the City, Texas approved a Resolution No. 2015-34R authorizing the creation of the Wells South Public Improvement District (the “District”); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, on December 7, 2015, after notice and public hearings conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-65 and 2015-66 approving the Wells South Public Improvement District Service and Assessment Plan (the “Original SAP”) and approving the Major Improvement Area Assessment Roll and Neighborhood Improvement Area #1 Assessment Roll and levying assessments on property in the Major Improvement Area and Neighborhood Improvement Area #1; and

WHEREAS, the City and the Master Developer entered that certain Wells South Public Improvement District Reimbursement Agreement, effective December 7, 2015 (the “PID Reimbursement Agreement”), under which the City agrees to reimburse the Master Developer for a portion of the Actual Costs of certain Authorized Improvements with interest, as permitted by the PID Act; and

WHEREAS, on July 10, 2018, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2018-31 approving an updated Wells South Public Improvement District Service and Assessment Plan (the “2018 SAP Update”) approving the Neighborhood Improvement Area #2 Assessment Roll and levying assessments for Neighborhood Improvement Area #2 Improvements on property in Neighborhood Improvement Area #2 in the District; and

WHEREAS, on August 27, 2019, the City Council approved an Annual Service Plan Update (the “2019 SAP Update”) including reallocation of Neighborhood Improvement Area #2 Assessments in the amount of \$954,263 for the Neighborhood Improvement Area #2 Improvements (from the initial total levy of \$2,125,000) following subdivision of 99 Lots within Neighborhood Improvement Area #2; and

WHEREAS, the City levied Assessments on the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property for those water and sewer Major Improvements financed and constructed by the City and described in Section III of the Original SAP, constructed and installed in accordance with the Original SAP, as amended or updated from time to time, (the “2015 CCMI Assessment”); and

WHEREAS, in an ordinance adopted by the City Council on August 11, 2020, approving an amended and restated Service and Assessment Plan (the “Original Amended and Restated

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

Service and Assessment Plan”), which updated, amended, restated, and replaced the Original SAP, the 2018 SAP Update, and the 2019 SAP Update, and pursuant to direction from the Administrator that the conditions required for completely reducing the 2015 CCMI Assessments, the City formally released the 2015 CCMI Assessment portion of the Major Improvement Area Assessment and the Neighborhood Improvement Area #1 Assessments, and the 2015 CCMI Assessment portion of the Major Improvement Area Assessment or the Neighborhood Improvement Area #1 Assessments will no longer be included in the Assessment Revenues reimbursed the City for the costs of the water and sewer Major Improvements financed and constructed by the City; and

WHEREAS, in early 2020, the City and the Master Developer determined that due to the change in the development plan, the Master Developer would no longer construct Neighborhood Improvement Area #2 Improvements related to the unallocated Neighborhood Improvement Area #2 Assessment amount of \$1,170,737 (i.e. \$2,125,000 - \$954,263 = \$1,170,737) and such unallocated Neighborhood Improvement Area #2 Assessment amount was released as described below; and

WHEREAS, on September 8, 2020 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2020-75 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 8, 2020 (the “2020 Amended and Restated Service and Assessment Plan”), which updated and replaced the Original Amended and Restated Service and Assessment Plan, and approved the Neighborhood Improvement Area #3 Assessment Roll, levied assessments for the Neighborhood Improvement Area #3 Improvements and released that unallocated portion of the Neighborhood Improvement Area #2 Assessments;

WHEREAS, on September 14, 2021 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2021-78 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 14, 2021 (the “2021 Amended and Restated Service and Assessment Plan”), to update and replace the 2020 Amended and Restated Service and Assessment Plan, which ordinance also approved the Neighborhood Improvement Area #4 Assessment Roll and levied assessments for the Neighborhood Improvement Area #4 Improvements; and

WHEREAS, on September 13, 2022 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2022-110 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 13, 2022 (the “2022 Amended and Restated Service and Assessment Plan”), to update and replace the 2021 Amended and Restated Service and Assessment Plan, which ordinance also approved the Neighborhood Improvement Area #5 Assessment Roll and levied assessments for the Neighborhood Improvement Area #5 Improvements; and

WHEREAS, on [REDACTED], 2023 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. [REDACTED] approving this Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of [REDACTED], 2023 (the “2023 Amended and Restated Service and Assessment Plan”), to update and replace the 2022 Amended and Restated Service and Assessment Plan, which ordinance also

approved the Neighborhood Improvement Area #6 Assessment Roll and levied assessments for the Neighborhood Improvement Area #6 Improvements.

NOW THEREFORE, the 2023 Amended and Restated Service and Assessment Plan is set forth below:

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

The City Council of the City of Celina, Texas authorized the creation of the PID to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created and all of which was subsequently annexed by the City and is now located within the corporate limits of the City.

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 to be constructed.

Chapter 372 of the Texas Local Government Code (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this “SAP”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “(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 of the Texas Property Code, as amended.” The PID Act also requires the City “review and update the service plan annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in Section IV herein. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix C.

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 current Assessment Rolls for the PID are included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K of this Service and Assessment Plan. The Assessments as shown on each applicable 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 a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public 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 incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

“Additional Interest Rate” means the 0.50% additional interest rate collected as part of the Special Assessments collected from Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4 and Neighborhood Improvement Area #5.

“Additional Interest Reserve” has the meaning set forth in Section V.I of this Service and Assessment Plan.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

“Administrator” means the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

“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 E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K as applicable, or in an Annual Service Plan Update, and calculated as provided in Section V.G of this Service

and Assessment Plan, (ii) the amount collected (if applicable) for the Additional Interest Rate for the following (as applicable): (a) the Prepayment Reserve described in Section V of this Service and Assessment Plan (with respect to the Major Improvement Area Bonds and Neighborhood Improvement Area #1 Bonds), (b) the Delinquency Reserve in Section V.H of this Service and Assessment Plan (with respect to the Major Improvement Area Bonds and Neighborhood Improvement Area #1 Bonds) and/or (c) the Additional Interest Reserve described in Section V.I of this Service and Assessment Plan (with respect to the Neighborhood Improvement Areas #2-3 Bonds, Neighborhood Improvement Area #4 Bonds, and Neighborhood Improvement Area #5 Bonds); and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in Section IV of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, or Appendix K (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment” or **“Special 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, updates or supplements to the Service and Assessment Plan) and levying Special Assessments against Assessed Property.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, the Neighborhood Improvement Area #4 Assessment Roll, the Neighborhood Improvement Area #5 Assessment Roll, and the Neighborhood Improvement Area #6 Assessment Roll, included in this SAP as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K, respectively, as each may be 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 PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” or **“Public Improvements”** mean those public improvements described in Section III of this Service and Assessment Plan and authorized under 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.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certificate for Payment” means the certificate to be provided by the Master Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City.

“City” means the City of Celina, Texas.

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

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the applicable Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in Section V.H of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees but excludes any amount collected as a Assessment or interest thereon.

“Developer” means, collectively, the Master Developer, Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer.

“Development Agreement” means that certain "Amended and Restated Development Agreement (Wells South Tract)" related to the Property and effective as of April 28, 2015, by and between the City and The George White Family Limited Partnership approved by the City Council on September 8, 2015 and recorded in the real property records of the County as Document No. 20151123001468610 on November 23, 2015; and, as assigned by that certain "Assignment and Assumption of Celina Development Agreement (Wells South)" effective as of January 5, 2016 by and between The George White Family Limited Partnership and Master Developer and recorded in the real property records of the County as Document No. 20160321000333010 on March 21, 2016; and, as amended by that certain "First Amendment to Amended and Restated Development Agreement (Wells South Tract)", effective as of February 13, 2018, by and between the City and Master Developer and approved by the City Council on February 13, 2018 and recorded in the real property records of the County as Document No. 20180511000580740 on May 11, 2018, and any future amendments thereto.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, and Neighborhood Improvement Area #6, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means PID Bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds (or the creation of an obligation under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area), Assessments related to such Future Neighborhood Improvement Area Bonds (or the related obligation under the PID Reimbursement Agreement) will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Authorized Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Authorized Improvements which will confer a special benefit solely on the related Future Neighborhood Improvement Area.

“Homebuyer Disclosure” means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the homebuyer disclosure for the PID is attached as Appendix C hereto.

“Indenture” means an indenture of trust, trust agreement, or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), 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 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 Improvements” means the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Major Improvement Area” or “MIA” means the property within the PID as generally shown in Appendix A and described as the property legally described in Appendix B-1 save and accept for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix B-2.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Assessments relating to the Major Improvement Area Projects are levied.

“Major Improvement Area Assessment Roll” means the document included in this SAP as Appendix E, 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 the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) that are secured by Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Master Developer” means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

“Neighborhood Improvement Area” or **“NIA”** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds or the creation of an obligation under the PID Reimbursement Agreement for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” or **“NIA #1”** means the initial Neighborhood Improvement Area consisting of approximately 93.2 acres within the PID and as specifically described in Appendix B-2 and as depicted in Appendix A.

“Neighborhood Improvement Area #1 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #1, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #1 Improvements and Neighborhood Improvement Area #1's proportionate share of the Major Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District

Neighborhood Improvement Area #1 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in Section III.C.

“Neighborhood Improvement Area #1 Projects” mean, collectively, the: (i) pro rata portion of the Major Improvements allocable to Neighborhood Improvement Area #1, and (ii) Neighborhood Improvement Area #1 Improvements.

“Neighborhood Improvement Area #2” or **“NIA #2”** means the second Neighborhood Improvement Area consisting of approximately 21.347 acres within the PID and as specifically described in Appendix B-3 and as depicted in Appendix A.

“Neighborhood Improvement Area #2 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #2, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

“Neighborhood Improvement Area #2 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP 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.

“Neighborhood Improvement Area #2 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.D; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #2-3 Bonds

“Neighborhood Improvement Area #3” or **“NIA #3”** means the third Neighborhood Improvement Area consisting of approximately 44.724 acres within the PID and as specifically described in Appendix B-4 and as depicted in Appendix A.

“Neighborhood Improvement Area #3 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #3, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #3 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #3 Improvements are levied.

“Neighborhood Improvement Area #3 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix H, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #3 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #3 and are described in

Section III.E; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #2-3 Bonds.

“Neighborhood Improvement Area #4” or **“NIA #4”** means the fourth Neighborhood Improvement Area consisting of approximately 67.494 acres within the PID and as specifically described in Appendix B-5 and as depicted in Appendix A.

“Neighborhood Improvement Area #4 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #4, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #4 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #4 Improvements are levied.

“Neighborhood Improvement Area #4 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #4 included in this SAP as Appendix I, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #4 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

“Neighborhood Improvement Area #4 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #4 and are described in Section III.F; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #4 Bonds.

“Neighborhood Improvement Area #5” or **“NIA #5”** means the fifth Neighborhood Improvement Area consisting of approximately 54.720 acres within the PID and as specifically described in Appendix B-6 and as depicted in Appendix A.

“Neighborhood Improvement Area #5 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #5, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #5 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #5 Improvements are levied.

“Neighborhood Improvement Area #5 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #5 included in this SAP as Appendix J, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #5 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #5 Assessed Property.

“Neighborhood Improvement Area #5 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #5 and are described in Section III.G; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #5 Bonds.

“Neighborhood Improvement Area #6” or **“NIA #6”** means the sixth Neighborhood Improvement Area consisting of approximately 21.063 acres within the PID and as specifically described in Appendix B-7 and as depicted in Appendix A.

“Neighborhood Improvement Area #6 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #6, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #6 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #6 Improvements are levied.

“Neighborhood Improvement Area #6 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #6 included in this SAP as Appendix K, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #6 Reimbursement Agreement Obligation” means the reimbursement obligation related to the Actual Costs of the Neighborhood Improvement Area #6 Improvements to be paid from Assessments secured by the Neighborhood Improvement Area #6 Assessed Property for the Neighborhood Improvement Area #6 Improvements under the terms of the Reimbursement Agreement and/or a series of Future Neighborhood Improvement Area Bonds.

“Neighborhood Improvement Area #6 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #6 and are described in Section III.H; and, that are to be financed by the Developer, and a portion of which are expected to be repaid as the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation or with the proceeds of a series of Future Neighborhood Improvement Area Bonds.

“Neighborhood Improvement Areas #2-3 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #2 Assessed Property and Neighborhood Improvement Area #3 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements.

“Neighborhood Improvement Areas #5–7 Developer” means M/I Homes of DFW, LLC, a Delaware limited liability company, including its successors and assigns.

“Neighborhood Improvement Areas #5–7 Fee Developer” means HWC Development Management Services, L.P., a Texas limited partnership, acting on behalf of the Neighborhood Improvement Areas #5-7 Developer in the development of Neighborhood Improvements Areas #5, #6 and #7.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include 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 levied 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 Section VI.H, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.I.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Assessment Allocation” means 1% of the total Assessment collected from a specific Parcel or Neighborhood Improvement Area as may be shown in an Assessment Roll that is allocated to cover the benefit received by the Owner’s Association from the Authorized Improvements benefitting the Owner’s Association Property.

“Owner’s Association Property” or “OAP” 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 easement, to an Owner’s Association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, the Neighborhood Improvement Area #5 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Authorized Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, or in the Future Neighborhood Improvement Areas.

“PID Reimbursement Agreement” means that certain PID Reimbursement Agreement – Wells South, dated December 7, 2015, by and between the City and the Master Developer in which the City agrees to reimburse the Master Developer for a portion of Actual Costs of the Authorized Improvements with interest as permitted by the PID Act.

“Prepayment Costs” mean interest and Administrative Expenses to the date of prepayment, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon

the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

“Prepayment Reserve” has the meaning set forth in Section V.G of this SAP.

“Property” means the approximately 400.524 acres of property depicted and described by metes and bounds on Exhibit B to Resolution No. 2015-34R as adopted by City Council on July 14, 2015 and is legally described in Appendix B-1 to this SAP and is depicted in Appendix A of this SAP.

“Public Property” means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the approval of this SAP for the future development of single family residential homes.

“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 and updated from time to time in accordance with the PID Act.

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is currently located within the City and contains approximately 400.524 gross acres. A map of the property within the PID is shown on Appendix A and described in Appendix B-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of 1,309 single family residential units, 78 attached townhomes, and approximately 53,143 gross square feet of commercial, right-of-way, 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 within the PID

Proposed Development	Quantity	Measurement
<u>Residential:</u>		
Single Family – 70 Ft ⁽¹⁾	159	Units
Single Family – 60 Ft	388	Units
Single Family – 50 Ft	762	Units
Townhomes	78	Units
<i>Subtotal Residential</i>	<i>1,387</i>	<i>Units</i>
<u>Non-Residential:</u>		
Commercial	53,143	Square feet
<i>Subtotal Commercial</i>	<i>53,143</i>	<i>Square feet</i>

⁽¹⁾ 70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1

Neighborhood Improvement Area #1 consists of approximately 93.2 acres and contains 293 single family residential units. A map of the property within Neighborhood Improvement Area #1 is shown on Appendix A and described in Appendix B-2 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #1 of the PID has been developed as shown in Table II-B.

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Table II-B
Actual Development – Neighborhood Improvement Area #1

Proposed Development	Quantity	Measurement
Single Family – 70 Ft	85	Units
Single Family – 60 Ft	111	Units
Single Family – 50 Ft	97	Units
Total	293	Units

C. PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, Neighborhood Improvement Area #6, and the Future Neighborhood Improvement Areas. A map of the property within the Major Improvement Area is shown on Appendix A and described in Appendix B-1 (save and accept for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix B-2) to this Service and Assessment Plan.

At completion, the Major Improvement Area is expected to consist of 1,016 single family residential units, 78 attached townhomes, and approximately 53,143 gross square feet of commercial, right-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

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
<u>Residential:</u>		
Single Family – 70 Ft	74	Units
Single Family – 60 Ft	277	Units
Single Family – 50 Ft	665	Units
Townhomes	78	Units
<i>Subtotal Residential</i>	<i>1,094</i>	<i>Units</i>
<u>Non-Residential:</u>		
Commercial	53,143	Square feet
<i>Subtotal Commercial</i>	<i>53,143</i>	<i>Square feet</i>

D. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #2

Neighborhood Improvement Area #2 consists of approximately 21.347 acres and contains 99 single family residential units. A map of the property within Neighborhood Improvement Area #2 is shown on Appendix A and described in Appendix B-3 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #2 of the PID has been developed as shown in Table II-D.

Table II-D
Actual Development – Neighborhood Improvement Area #2

Development	Quantity	Measurement
Single Family – 70 Ft	7	Units
Single Family – 50 Ft	92	Units
Total	99	Units

E. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #3

Neighborhood Improvement Area #3 consists of approximately 44.724 acres and contains 182 single family residential units. A map of the property within Neighborhood Improvement Area #3 is shown on Appendix A and described in Appendix B-4 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #3 of the PID has been developed as shown in Table II-E.

Table II-E
Actual Development – Neighborhood Improvement Area #3

Development	Quantity	Measurement
Single Family – 70 Ft	8	Units
Single Family – 60 Ft	94	Units
Single Family – 50 Ft	80	Units
Total	182	Units

F. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #4

Neighborhood Improvement Area #4 consists of approximately 67.494 acres and contains 276 single family residential units. A map of the property within Neighborhood Improvement Area #4 is shown on Appendix A and described in Appendix B-5 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #4 of the PID has been developed as shown in Table II-F.

Table II-F
Actual Development – Neighborhood Improvement Area #4

Development	Quantity	Measurement
Single Family – 70 Ft	20	Units
Single Family – 60 Ft	100	Units
Single Family – 50 Ft	156	Units
Total	276	Units

G. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #5

Neighborhood Improvement Area #5 consists of approximately 54.720 acres and projected to contain 207 single family residential units. A map of the property within Neighborhood Improvement Area #5 is shown on Appendix A and described in Appendix B-6 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #5 of the PID is anticipated to be developed as shown in Table II-G.

Table II-G
Proposed Development – Neighborhood Improvement Area #5

Proposed Development	Quantity	Measurement
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	139	Units
Total	207	Units

H. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #6

Neighborhood Improvement Area #6 consists of approximately 21.063 acres and projected to contain 100 single family residential units. A map of the property within Neighborhood Improvement Area #6 is shown on Appendix A and described in Appendix B-7 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #6 of the PID is anticipated to be developed as shown in Table II-H.

Table II-H
Proposed Development – Neighborhood Improvement Area #6

Proposed Development	Quantity	Measurement
Single Family – 50 Ft	100	Units
Total	100	Units

I. PROPERTY LOCATED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed, it is anticipated that additional PID Bonds may be issued and/or obligations may be incurred under the PID Reimbursement Agreement for each new Neighborhood Improvement Area. In connection with the issuance of each new series of PID Bonds and/or new obligations under the PID Reimbursement Agreement, this Service and Assessment Plan will be updated to add additional details of each new Neighborhood Improvement Area as shown above. A map of the projected property within each Future Neighborhood Improvement Area is shown in Appendix A. The Future Neighborhood Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K.

The estimated number of units at the build-out of the PID is based on the land use approvals by the City 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

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D, Section III.E, Section III.F., Section III.G, and Section III.H. Any change to the list of Authorized Improvements, including any Future Neighborhood Improvement Area Improvements as described in Section III.I, will require the approval of the City.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The Actual 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 estimated build-out-value.

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.

A description of the Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consists of the construction of two detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater 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 wastewater improvements have been constructed according to City standards.

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 services the Assessed Property. The water improvements have been constructed according to City standards.

Open Space/Trail System Improvements

The open space and trail system improvement portion of the Major Improvements consists of certain public open space and trail systems as described in the Development Agreement. The

public open space and trail system improvements have been constructed according to City standards.

Table III-A
Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	NIA #1 Allocated Amount	MIA Allocated Amount¹
Roadway Improvements	\$3,878,507	\$291,826	\$3,586,681
Storm Drainage Improvements	\$801,703	\$89,128	\$712,575
Wastewater Improvements	\$441,572	\$49,695	\$391,877
Water Improvements	\$484,865	\$54,130	\$430,735
Open Space/Trail System Improvements	\$188,000	\$0	\$188,000
Soft Costs	\$939,922	\$103,422	\$836,500
Total Authorized Improvements	\$6,734,569	\$588,201	\$6,146,368

Note: Original cost estimates provided by Huitt-Zollars Engineering. The Actual Costs shown above provided in the 1Q20 developer quarterly disclosure.

C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS

The Neighborhood Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #1 Projects are shown in Table III-B.

A description of the Neighborhood Improvement Area #1 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #1 Assessed Property. The wastewater improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements have been constructed according to City standards.

Table III-B
Neighborhood Improvement Area #1 Project Costs

Authorized Improvements	NIA #1's Proportionate Share of Major Improvements	NIA #1 Improvements	Total NIA #1 Projects
Roadway Improvements	\$291,826	\$2,741,495	\$3,033,321
Storm Drainage Improvements	\$89,128	\$557,644	\$646,772
Wastewater Improvements	\$49,695	\$444,583	\$494,278
Water Improvements	\$54,130	\$587,046	\$641,176
Soft Costs	\$103,422	\$814,934	\$918,356
Total Authorized Improvements	\$588,201	\$5,145,702	\$5,733,903

Note: Original cost estimates provided by Huitt-Zollars Engineering. The Actual Costs shown above provided in the 1Q19 developer quarterly disclosure.

D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are shown in Table III-C.

A description of the Neighborhood Improvement Area #2 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the

requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of Neighborhood Improvement Area #2 Improvements consists of the construction of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #2 Assessed Property. The storm drainage improvements have been constructed according to City standards.

Wet Utility Improvements

The wet utility improvements portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service and construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The wet utilities improvements have been constructed according to City standards.

Table III-C
Neighborhood Improvement Area #2 Costs

Authorized Improvements	Total
Roadway Improvements	\$1,822,022
Wet Utilities	\$861,273
Storm Drainage Improvements	\$58,120
Soft Costs	\$750,731
Total Authorized Improvements	\$3,492,146

Note: Actual Costs provided by the Master Developer.

E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #3 Improvements are shown in Table III-D. Information relating to the costs of the Neighborhood Improvement Area #1 Projects in the indentures relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds is now included in Table III-B.

A description of the Neighborhood Improvement Area #3 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood

Improvement Area #3 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of Neighborhood Improvement Area #3 Improvements consists of the construction of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #3 Assessed Property. The storm drainage improvements have been constructed according to City standards.

Wet Utility Improvements

The wet utility improvements portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service and construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #3 Assessed Property. The wet utilities improvements have been constructed according to City standards.

Table III-D
Neighborhood Improvement Area #3 Costs

Authorized Improvements	Total
Roadway Improvements	\$1,409,003
Wet Utilities	\$1,651,648
Storm Drainage Improvements	\$86,080
Soft Costs	\$323,988
Total Authorized Improvements	\$3,470,719

Note: Actual Costs provided by the Master Developer.

F. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

The Neighborhood Improvement Area #4 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #4 Improvements are shown in Table III-E.

A description of the Neighborhood Improvement Area #4 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #4 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood

Improvement Area #4 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #4 Assessed Property. The water improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #4 Assessed Property. The wastewater improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

Table III-E
Neighborhood Improvement Area #4 Costs

Authorized Improvements	Total
Roadway Improvements	\$2,078,164
Water Improvements	\$950,663
Wastewater Improvements	\$836,916
Storm Drainage Improvements	\$1,286,117
Soft Costs and Contingency	\$1,058,491
Total Authorized Improvements	\$6,210,351

Note: Actual Costs provided by the Master Developer.

G. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS

The Neighborhood Improvement Area #5 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Neighborhood Improvement Area #5 Improvements are shown in Table III-F.

A description of the Neighborhood Improvement Area #5 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #5 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #5 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #5 Assessed Property. The water improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #5 Assessed Property. The wastewater improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Neighborhood Improvement Area #5 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

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Table III-F
Neighborhood Improvement Area #5 Costs

Authorized Improvements	Original Total	Revised Budget Total^(a)
Roadway Improvements	\$2,096,917	\$2,097,126
Water Improvements	\$809,025	\$819,434
Wastewater Improvements	\$651,374	\$642,607
Storm Drainage Improvements	\$438,238	\$455,772
Other Soft and Miscellaneous Costs	\$1,226,379	\$1,206,995
Total Authorized Improvements	\$5,221,933	\$5,221,933

Note: Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer. The figures shown in Table III-F may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Neighborhood Improvement Area #5 Improvements amount does not change.

(a) As provided by the Neighborhood Improvement Areas #5-7 Fee Developer on March 15, 2023.

H. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS

The Neighborhood Improvement Area #6 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Neighborhood Improvement Area #6 Improvements are shown in Table III-G.

A description of the Neighborhood Improvement Area #6 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #6 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #6 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #6 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #6 Assessed Property. The water improvements will be constructed according to City standards.

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Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #6 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #6 Assessed Property. The wastewater improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #6 Improvements consists of construction of erosion control improvement to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #6. The storm drainage improvements will be constructed according to City standards.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Neighborhood Improvement Area #6 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-G
Neighborhood Improvement Area #6 Costs

Authorized Improvements	Total
Roadway Improvements	\$847,220
Water Improvements	\$492,443
Wastewater Improvements	\$303,329
Storm Drainage Improvements	\$785,141
Other Soft and Miscellaneous Costs	\$532,396
Total Authorized Improvements	\$2,960,529

Note: Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer. The figures shown in Table III-G may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Neighborhood Improvement Area #6 Improvements amount does not change.

I. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a Table III-H will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

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IV. SERVICE PLAN

A. INTRODUCTION

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, the Neighborhood Improvement Area #1 Projects, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and Neighborhood Improvement Area #4 Improvements, and Neighborhood Improvement Area #5 Improvements have been constructed and accepted by the City. Construction of the Neighborhood Improvement Area #6 Improvements began in March 2023, and are anticipated to be complete by September 2023.

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 Rolls. Any update to this Service and Assessment Plan is herein referred as an “Annual Service Plan Update.”

As Future Neighborhood Improvement Areas are developed in connection with the issuance of PID Bonds or the creation of an obligations under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area, this Service and Assessment Plan will be amended (e.g. a new table will be added to include Neighborhood Improvement Area #7, etc.).

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Major Improvement Area

The Actual Costs for the 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 is \$8,471,369 as shown in Table IV-A.

Table IV-A
Sources and Uses of Funds – MIA

Sources of Funds	Amount
Gross Bond Amount	\$8,040,000
Master Developer Contribution ^(a)	\$431,369
Total Sources of Funds	\$8,471,369
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements ^(b)	\$6,146,368
Master Developer's Counsel/SAP/Appraisal	\$98,829
<i>Subtotal</i>	<i>\$6,245,197</i>
Other Fund Deposits	
Debt Service Reserve Fund ^(c)	\$653,930
Capitalized Interest ^(d)	\$1,020,075
Additional Proceeds	\$2,448
Cost of Issuance	\$336,598
Underwriters Discount/Underwriters Counsel ^(e)	\$213,121
Total Uses of Funds	\$8,471,369

(a) Master Developer funded all costs not covered by the PID Bonds.

(b) See Table III-A for details.

(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.

(d) The PID Bonds include 21 months of capitalized interest.

(e) The PID Bonds had a 2.65% Underwriter's Discount, which included Underwriter's Counsel Fee.

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Neighborhood Improvement Area #1

The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is \$6,978,903 as shown in Table IV-B.

Table IV-B
Sources and Uses of Funds – NIA #1

Sources of Funds	Amount
Gross Bond Amount	\$5,790,000
Master Developer Contribution ^(a)	\$1,188,903
Total Sources of Funds	\$6,978,903
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements ^(b)	\$5,733,903
Master Developer's Counsel/SAP/Appraisal	\$71,171
<i>Subtotal</i>	<i>\$5,805,074</i>
Other Fund Deposits	
Debt Service Reserve Fund ^(c)	\$412,100
Capitalized Interest ^(d)	\$357,247
Additional Proceeds	\$0
Cost of Issuance	\$251,003
Underwriters Discount/Underwriters Counsel ^(e)	\$153,479
Total Uses of Funds	\$6,978,903

(a) Master Developer funded all costs not covered by the PID Bonds.

(b) See Table III-B for details.

(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.

(d) The PID Bonds include 12 months of capitalized interest.

(e) The PID Bonds had a 2.65% Underwriter's Discount, which included Underwriter's Counsel Fee.

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Neighborhood Improvement Area #2

The Actual Costs for the Neighborhood Improvement Area #2 Improvements plus costs related to financing such improvements, and payment of expenses incurred in the administration and operation of the PID and issuing the Neighborhood Improvement Areas #2-3 Bonds is \$3,649,490 as shown in Table IV-C.

Table IV-C
Sources and Uses of Funds – NIA #2

Sources of Funds	Amount
Gross Bond Amount	\$920,000
Reimbursement Agreement Payment ^(a)	\$25,000
Bond Premium	\$14,248
Master Developer Contribution ^(b)	\$2,690,242
Total Sources of Funds	\$3,649,490
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements ^(c)	\$3,492,146
Other Fund Deposits	
Debt Service Reserve Fund ^(d)	\$69,738
Cost of Issuance	\$60,006
Underwriters Discount/Underwriters Counsel ^(e)	\$27,600
Total Uses of Funds	\$3,649,490

(a) Represents payments made under the PID Reimbursement Agreement.

(b) Master Developer funded all costs not covered by the PID Bonds.

(c) See Table III-C for details.

(d) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

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Neighborhood Improvement Area #3

The Actual Costs for the Neighborhood Improvement Area #3 Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-3 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$3,964,618 as shown in Table IV-D.

Table IV-D
Sources and Uses of Funds – NIA #3

Sources of Funds	Amount
Gross Bond Amount	\$2,275,000
Bond Premium	\$36,372
Master Developer Contribution ^(a)	\$1,653,246
Total Sources of Funds	\$3,964,618
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements ^(b)	\$3,470,719
Other Fund Deposits	
Debt Service Reserve Fund ^(c)	\$172,451
Administrative Fund	\$25,000
Capitalized Interest ^(d)	\$79,814
Cost of Issuance	\$148,384
Underwriters Discount/Underwriters Counsel ^(e)	\$68,250
Total Uses of Funds	\$3,964,618

(a) Master Developer will fund all costs not covered by the PID Bonds.

(b) See Table III-D for final costs of the Neighborhood Improvement Area #3 Improvements.

(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.

(d) The PID Bonds include 12 months of capitalized interest.

(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

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Neighborhood Improvement Area #4

The Actual Costs for the Neighborhood Improvement Area #4 Improvements plus costs related to the issuance of the Neighborhood Improvement Area #4 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is \$7,258,014 as shown in Table IV-E.

Table IV-E
Sources and Uses of Funds – NIA #4

Sources of Funds	Amount
Gross Bond Amount	\$5,255,000
Bond Premium	\$99,439
Master Developer Contribution ^(a)	\$1,903,575
Total Sources of Funds	\$7,258,014
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements ^(b)	\$6,210,351
Other Fund Deposits	
Debt Service Reserve Fund ^(c)	\$393,728
Administrative Fund	\$25,000
Capitalized Interest	\$166,580
Cost of Issuance	\$304,705
Underwriters Discount/Underwriters Counsel ^(d)	\$157,650
Total Uses of Funds	\$7,258,014

(a) Master Developer funded all costs not covered by the PID Bonds.

(b) See Table III-E for final costs of the Neighborhood Improvement Area #4 Improvements.

(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.

(d) The PID Bonds include 12 months of capitalized interest.

(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

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Neighborhood Improvement Area #5

The Budgeted Costs for the Neighborhood Improvement Area #5 Improvements plus costs related to the issuance of the Neighborhood Improvement Area #5 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is \$6,727,440 as shown in Table IV-F. The sources and uses of funds shown in Table IV-F shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table IV-F
Projected Sources and Uses of Funds – NIA #5

Sources of Funds	Total
Bond par amount	\$6,463,000
NIA #5 Developer Contribution ^(a)	\$264,440
Total Sources	\$6,727,440
Uses of Funds	
NIA #5 Improvements^(b):	
Roadway Improvements	\$2,097,126
Water Improvements	\$819,434
Wastewater Improvements	\$642,607
Storm Drainage Improvements	\$455,772
Other Soft and Miscellaneous Costs	\$1,206,995
<i>Subtotal</i>	<i>\$5,221,933</i>
Bond Issuance Costs:	
Cost of issuance	\$360,483
Capitalized interest ^(c)	\$320,611
Reserve fund ^(d)	\$590,523
Administrative Expenses	\$40,000
Underwriters discount ^(e)	\$193,890
<i>Subtotal</i>	<i>\$1,505,507</i>
Total Uses	\$6,727,440

(a) NIA #5 Developer will fund all costs not covered by the PID Bonds.

(b) See Table III-F for details.

(c) The PID Bonds include 12 months of capitalized interest.

(d) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

Neighborhood Improvement Area #6

The Budgeted Costs for the Neighborhood Improvement Area #6 Improvements, and payment of expenses incurred in the establishment, administration, and operation of the PID is \$3,000,529 as shown in Table IV-G. The sources and uses of funds shown in Table IV-G shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table IV-G
Projected Sources and Uses of Funds – NIA #6

Sources of Funds	Total
NIA #6 Reimbursement Agreement Obligation	\$2,785,000
NIA #6 Developer Contribution ^(a)	\$215,529
Total Sources	\$3,000,529
Uses of Funds	
<u>NIA #6 Improvements^(b):</u>	
Roadway Improvements	\$847,220
Water Improvements	\$492,443
Wastewater Improvements	\$303,329
Storm Drainage Improvements	\$785,141
Other Soft and Miscellaneous Costs	\$532,396
<i>Subtotal</i>	<i>\$2,960,529</i>
<u>Other Assessment Levy Costs:</u>	
Administrative Expenses	\$40,000
<i>Subtotal</i>	<i>\$40,000</i>
Total Uses	\$3,000,529

(a) NIA #6 Developer will fund all costs not covered by the Reimbursement Agreement..

(b) See Table III-G for details.

B. 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-H. The annual projected costs and indebtedness are 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-H
Annual Projected Costs and Annual Projected Indebtedness - MIA

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected MIA Annual Installments
2022 & Prior	\$8,471,369	\$8,040,000	\$431,369	\$4,009,480
2023	\$0	\$0	\$0	\$754,375
2024	\$0	\$0	\$0	\$756,950
2025	\$0	\$0	\$0	\$757,653
2026	\$0	\$0	\$0	\$757,570
2027	\$0	\$0	\$0	\$756,701
2028	\$0	\$0	\$0	\$756,772
Total	\$8,471,369	\$8,040,000	\$431,369	\$8,549,501

The annual projected costs shown in Table IV-H are the annual expenditures relating to the Major Improvement Area Projects shown in Table III-A, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A that are allocable to the Major Improvement Area. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #1

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #1 is shown in Table IV-I. The annual projected costs and indebtedness are 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-I
Annual Projected Costs and Annual Projected Indebtedness – NIA #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #1 Annual Installments
2022 & Prior	\$6,978,903	\$5,790,000	\$1,188,903	\$2,956,050
2023	\$0	\$0	\$0	\$485,812
2024	\$0	\$0	\$0	\$485,075
2025	\$0	\$0	\$0	\$483,691
2026	\$0	\$0	\$0	\$481,983
2027	\$0	\$0	\$0	\$479,951
2028	\$0	\$0	\$0	\$484,457
Total	\$6,978,903	\$5,790,000	\$1,188,903	\$5,857,018

The annual projected costs shown in Table IV-I 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 and costs of issuance including reserves shown in Table IV-B that are allocable to

Neighborhood Improvement Area #1. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #2

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #2 is shown in Table IV-J. The annual projected costs and indebtedness are 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-J
Annual Projected Costs and Annual Projected Indebtedness – NIA #2

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #2 Annual Installments
2022 & Prior	\$3,649,490	\$945,000	\$2,704,490	\$254,937
2023	\$0	\$0	\$0	\$72,554
2024	\$0	\$0	\$0	\$72,239
2025	\$0	\$0	\$0	\$71,957
2026	\$0	\$0	\$0	\$71,682
2027	\$0	\$0	\$0	\$71,288
2028	\$0	\$0	\$0	\$65,901
Total	\$3,649,490	\$945,000	\$2,704,490	\$614,629

The annual projected costs shown in Table IV-J are the annual expenditures relating to the Neighborhood Improvement Area #2 Improvements shown in Table III-C, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-C that are allocable to Neighborhood Improvement Area #2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #3

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #3 is shown in Table IV-K. The annual projected costs and indebtedness are 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-K
Annual Projected Costs and Annual Projected Indebtedness – NIA #3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #3 Annual Installments
2022 & Prior	\$3,964,617	\$2,275,000	\$1,689,617	\$160,181
2023	\$0	\$0	\$0	\$162,981
2024	\$0	\$0	\$0	\$162,311
2025	\$0	\$0	\$0	\$161,642
2026	\$0	\$0	\$0	\$160,983
2027	\$0	\$0	\$0	\$165,085
2028	\$0	\$0	\$0	\$159,017
Total	\$3,964,617	\$2,275,000	\$1,689,617	\$1,132,202

The annual projected costs shown in Table IV-K are the annual expenditures relating to the Neighborhood Improvement Area #3 Improvements shown in Table III-D, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-D that are allocable to Neighborhood Improvement Area #3. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Neighborhood Improvement Area #4

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #4 is shown in Table IV-L. The annual projected costs and indebtedness are 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-L
Annual Projected Costs and Annual Projected Indebtedness – NIA #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #4 Annual Installments
2022 & Prior	\$7,258,014	\$5,255,000	\$2,003,014	\$0
2023	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$327,983
2025	\$0	\$0	\$0	\$327,973
2026	\$0	\$0	\$0	\$327,913
2027	\$0	\$0	\$0	\$327,803
2028	\$0	\$0	\$0	\$327,645
Total	\$7,258,014	\$5,255,000	\$2,003,014	\$1,639,316

The annual projected costs shown in Table IV-L are the annual expenditures relating to the Neighborhood Improvement Area #4 Improvements shown in Table III-E, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-E

that are allocable to Neighborhood Improvement Area #4. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #5

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #5 is shown in Table IV-M. The annual projected costs and indebtedness are 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-M
Annual Projected Costs and Annual Projected Indebtedness – NIA #5

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #5 Annual Installments^(a)
2022	\$6,727,440	\$6,463,000	\$264,440	\$0
2023	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$507,164
2025	\$0	\$0	\$0	\$506,980
2026	\$0	\$0	\$0	\$506,662
2027	\$0	\$0	\$0	\$507,211
2028	\$0	\$0	\$0	\$506,577
Total	\$6,727,440	\$6,463,000	\$264,440	\$2,534,594

(a) Administrative Expenses in year 2023 are funded with bond proceeds and interest in year 2023 is funded with capitalized interest.

The annual projected costs shown in Table IV-M are the annual expenditures relating to the Neighborhood Improvement Area #5 Improvements shown in Table III-F, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-F that are allocable to Neighborhood Improvement Area #5. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the by the Neighborhood Improvement Areas #5-7 Developer.

Neighborhood Improvement Area #6

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #6 is shown in Table IV-N. The annual projected costs and indebtedness are 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-N
Annual Projected Costs and Annual Projected Indebtedness – NIA #6

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #6 Annual Installments^(a)
1	\$3,000,529	\$2,785,000	\$215,529	\$253,708
2	\$0	\$0	\$0	\$253,037
3	\$0	\$0	\$0	\$253,453
4	\$0	\$0	\$0	\$252,898
5	\$0	\$0	\$0	\$253,432
6	\$0	\$0	\$0	\$252,995
7	\$0	\$0	\$0	\$253,648
Total	\$3,000,529	\$2,785,000	\$215,529	\$1,773,170

The annual projected costs shown in Table IV-N are the annual expenditures relating to the Neighborhood Improvement Area #6 Improvements shown in Table III-G, and the costs associated with setting up the PID and other costs shown in Table IV-G that are allocable to Neighborhood Improvement Area #6. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Neighborhood Improvement Areas #5-7 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 C 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.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated in such a manner that the Actual Costs of the Authorized Improvements that only benefit the PID shall be allocated on the basis of estimated buildout value of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the Actual Costs of the Authorized Improvements to Parcels similarly benefited.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Neighborhood Improvement Area will receive from the Future Neighborhood Improvement Area Improvements that are to be financed with PID Bonds and/or the PID Reimbursement Agreement for each Future Neighborhood Improvement Area. Therefore, Parcels within the Future Neighborhood Improvement Area have only been assessed for the special benefits conferred upon such Parcel at this time from the Major Improvements.

In connection with the issuance of PID Bonds and/or incurrence of an obligation under the PID Reimbursement Agreement relating to the Future Neighborhood Improvement Area, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Future Neighborhood Improvement Area Assessed Property receives from the Future Neighborhood Improvement Area Improvements. Prior to assessing Parcels located within the Future Neighborhood Improvement Area in connection with issuance of PID Bonds and/or the incurrence of an obligation under the PID Reimbursement Agreement for each Future Neighborhood Improvement Area, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of Assessments to pay for the Actual Costs of such Authorized 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 Authorized Improvements, (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 Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements, as applicable, to Parcels in a manner that results

in equal shares of the Actual Costs of such Authorized 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, rationally exercised on the basis of analysis of relevant facts and upon advice of qualified consultants and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which 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 and the costs of issuance and payment of costs incurred in the establishment of the PID are authorized by the 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 or will consent 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 PID 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 PID 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 has or 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 the Assessments on the Assessed Property. Use of 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 or will result in a special benefit to the Major Assessed Property, and this special benefit exceeds or will exceed 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 property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the Assessed 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 ACTUAL COSTS OF MAJOR IMPROVEMENTS

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in Table V-A. The costs

detailed in Table V-A are subject to revision through the Annual Service Plan Updates but may not result in increased Assessments except as authorized under this SAP or the PID Act.

Table V-A
Cost Allocation of Major Improvements

Authorized Improvements	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvement	
		% Allocation	Share of Costs	% Allocation	Share of Co
Roadway Improvements	\$3,878,507	8%	\$291,826	92%	\$3,586,6
Storm Drainage Improvements	\$801,703	11%	\$89,128	89%	\$712,5
Wastewater Improvements	\$441,572	11%	\$49,695	89%	\$391,8
Water Improvements	\$484,865	11%	\$54,130	89%	\$430,7
Open Space/Trail System Improvements	\$188,000	0%	\$0	100%	\$188,0
Soft Costs	\$939,922	11%	\$103,422	89%	\$836,5
Total Authorized Improvements	\$6,734,569		\$588,201		\$6,146,3

D. ASSESSMENT METHODOLOGY

The Actual Costs 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 Actual Costs 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

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects financed with the Major Improvement Area Bonds and by the Master Developer shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within the Major Improvement Area.

Based on the Actual Costs of the Major Improvement Area Projects, the City Council has determined that the benefit to the Major Improvement Area Assessed Property from the Major Improvement Area Projects is at least equal to the 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 ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. For multifamily units, when final multifamily building sites are platted, Assessments will be apportioned proportionately among each multifamily unit based on the ratio of the estimated buildout value at the time multifamily units are platted to the total estimated buildout value of all multifamily units in the platted Parcel, as determined by the Administrator and confirmed by the City Council. For non-residential Parcels, when final building sites are platted, Assessments will

be apportioned proportionately among each Parcel based ratio of the estimated buildout value at the time non-residential Parcels are platted to the total estimated buildout value 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 the Major Improvement Area is shown on the Major Improvement Area Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Neighborhood Improvement Area #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #1 Projects financed with the Neighborhood Improvement Area #1 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #1.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects is at least equal to the Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value 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 Neighborhood Improvement Area #1 is shown on the Neighborhood Improvement Area #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Neighborhood Improvement Area #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #2 Improvements financed with the Neighborhood Improvement Areas #2-3 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #2.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #2 Improvements, the City Council has determined that the benefit to the Neighborhood Area

#2 Assessed Property from the Neighborhood Improvement Area #2 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value 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 Neighborhood Improvement Area #2 is shown on the Neighborhood Improvement Area #2 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.

4. Assessment Methodology for Neighborhood Improvement Area #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #3 Improvements financed with the Neighborhood Improvement Areas #2-3 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #3 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #3.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #3 Improvements, the City Council has determined that the benefit to the Neighborhood Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value 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 Neighborhood Improvement Area #3 is shown on the Neighborhood Improvement Area #3 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.

5. Assessment Methodology for Neighborhood Improvement Area #4

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #4 Improvements to be financed with the Neighborhood Improvement Areas #4 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #4 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #4.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #4 Improvements, the City Council has determined that the benefit to the Neighborhood Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value 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 Neighborhood Improvement Area #4 is shown on the Neighborhood Improvement Area #4 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.

6. Assessment Methodology for Neighborhood Improvement Area #5

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #5 Improvements to be financed with the Neighborhood Improvement Areas #5 Bonds and by the Neighborhood Improvement Areas #5-7 Developer shall be allocated to the Neighborhood Improvement Area #5 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #5.

Based on the Budgeted Costs provided by the Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer for the Neighborhood Improvement Area #5 Improvements, the City Council has determined that the benefit to the Neighborhood Area #5 Assessed Property from the Neighborhood Improvement Area #5 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #5 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value 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 Neighborhood Improvement Area #5 is shown on the Neighborhood Improvement Area #5 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

7. Assessment Methodology for Neighborhood Improvement Area #6

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #6 Improvements to be financed by the Neighborhood Improvement Areas #6 Reimbursement Agreement Obligation and by the Neighborhood Improvement Areas #5-7 Developer shall be allocated to the Neighborhood Improvement Area #6 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #6.

Based on the Budgeted Costs provided by the Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer for the Neighborhood Improvement Area #6 Improvements, the City Council has determined that the benefit to the Neighborhood Area #6 Assessed Property from the Neighborhood Improvement Area #6 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #6 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value 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 Neighborhood Improvement Area #6 is shown on the Neighborhood Improvement Area #6 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

8. Assessment Methodology for Future Neighborhood Improvement Areas

When any given Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds or the incurrence of an obligation under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area(s) are contemplated, this SAP will be amended to determine the assessment methodology necessary to

apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

E. ASSESSMENTS

The Assessments have been levied or are being levied on each Parcel of Assessed Property within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, and Neighborhood Improvement Area #6 according to the Assessment Rolls, attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix D for Assessment per unit 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 or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, the Neighborhood Improvement Area #4 Assessment Roll, the Neighborhood Improvement Area #5 Assessment Roll, and the Neighborhood Improvement Area #6 Assessment Roll shown on Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K, respectively, which are subject to revision through Annual Service Plan Updates.

G. PREPAYMENT RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS

A portion of the funds generated by the Additional Interest Rate collected in connection with Assessments levied against the Major Improvement Area and Neighborhood Improvement Area #1 will be allocated to fund the associated interest charged between the date of prepayment of an Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 and the date on which related PID Bonds are actually redeemed (the "Prepayment Reserve"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of an Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Assessment levied against the Major Improvement Area

and Neighborhood Improvement Area #1 and the date on which the related PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the related PID Bonds, the City can allocate the Prepayment Reserve component of the Additional Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indentures related to such PID Bonds. No additional interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds

H. DELINQUENCY RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS

A portion of the funds generated by the Additional Interest collected in connection with Assessments levied against the Major Improvement Area and Neighborhood Improvement Area #1 will be allocated to offset any possible delinquent payments. This additional reserve (the “Delinquency Reserve”) shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Additional Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture. No Additional Interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds

I. ADDITIONAL INTEREST RESERVE – NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BONDS, NEIGHBORHOOD IMPROVEMENT AREA #4 BONDS, AND NEIGHBORHOOD IMPROVEMENT AREA #5 BONDS

Pursuant to the PID Act, the interest rate for any portion of the Assessments collected in connection with Assessments levied against Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, and/or Neighborhood Improvement Area #5 which secure a series of PID Bonds may exceed the actual interest rate per annum paid on the related PID Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the PID Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Rate 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 PID Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Rate 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 an obligation under the PID Reimbursement Agreement and not a series of PID 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 Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in Appendix E. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve described in Section V.G , (iii) to fund the Delinquency Reserve described in Section V.H, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1

The Assessments and Annual Installments for the Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in Appendix F. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area Bonds, (ii) to fund the Prepayment Reserve described in Section V.G , (iii) to fund the Delinquency Reserve described in Section V.H, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2

The Assessments and Annual Installments for the Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in Appendix G. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) Neighborhood Improvement Area #2's portion of the principal and interest on the Neighborhood Improvement Areas #2-3 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #2.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3

The Assessments and Annual Installments for the Neighborhood Improvement Area #3 Assessed Property are shown on the Neighborhood Improvement Area #3 Assessment Roll in Appendix H.

The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) Neighborhood Improvement Area #3's portion of the principal and interest on the Neighborhood Improvement Areas #2-3 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #3.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4

The Assessments and Annual Installments for the Neighborhood Improvement Area #4 Assessed Property are shown on the Neighborhood Improvement Area #4 Assessment Roll in Appendix I. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #4 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #4.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5

The Assessments and Annual Installments for the Neighborhood Improvement Area #5 Assessed Property are shown on the Neighborhood Improvement Area #5 Assessment Roll in Appendix J. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #5 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #5.

G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #6

The Assessments and Annual Installments for the Neighborhood Improvement Area #6 Assessed Property are shown on the Neighborhood Improvement Area #6 Assessment Roll in Appendix K. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation, and (ii) to cover Administrative Expenses of Neighborhood Improvement Area #6.

H. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood 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 Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Area #7, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

I. REALLOCATION OF ASSESSMENTS

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the new divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated build out value of the new divided Assessed Property

D = the sum of the estimated build out value for all of the new divided Assessed Properties

The calculation of the estimated build out value of an Assessed Property shall be performed by the Administrator based on information from the City, the Developer, third party consultants, the Official Public Records of Collin County, Texas, and any other relevant source of information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

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2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the estimated build out value of all new subdivided Lots with same Lot Type

D = the sum of the estimated build out value for all of the new subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated build out value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact future as-built Lot value and any other information available to the Developer. The calculation of the estimated as-built Lot value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon 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.

4. Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the

Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Assessment that a Lot within its similar Lot type is assessed.

J. 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. 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.

K. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of PID Bonds, resulting in excess PID Bond proceeds being available to redeem PID Bonds of such series, then the Assessment securing such series of PID Bonds for each Parcel of Assessed Property shall be reduced by the City Council (in accordance with the applicable Indenture) 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 PID Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds. 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 PID Bond proceeds being available to redeem PID Bonds, 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 PID Bonds, including interest on the PID Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem PID Bonds, in accordance with the applicable Indenture. 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 estimated build out value of each Parcel or Lot, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, and in accordance with the terms of the applicable Indenture, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds 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 PID Bonds is equal to the outstanding principal amount of the PID Bonds.

3. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Budgeted Costs used to calculate the Assessments securing the PID Bonds, resulting in excess Bond proceeds, then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property on a pro rata basis, and in accordance with the terms of the applicable Indenture, 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 PID Bonds.
4. Similarly, if the City does not undertake some of the Authorized Improvements with the PID Bonds then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds and in accordance with the terms of the applicable Indenture.
5. The City Council may apply excess PID Bond proceeds to the redemption of the respective PID Bonds in accordance with the terms of the applicable Indenture.

L. 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 PID Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of PID Bonds and reserve funds applied to the redemption under the applicable Indenture, net of any other costs applicable to the redemption of PID 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 or applicable reimbursement agreement; 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 responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part. 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 of 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 Rate (if applicable).

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll set forth for each year the Annual Installment for each Parcel based on an interest rate of 7.50% in years 1 through 30 (2016-2045) and the Additional Interest at the rate of 0.5% to fund Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, attached hereto as Appendix E.

Neighborhood Improvement Area #1

Each Assessment for the Neighborhood Improvement Area #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds. The Neighborhood Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.25% in years 1 through 30 (2016-2045) and the Additional Interest at the rate of 0.5% to fund Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #1 Assessment Roll, attached hereto as Appendix F.

Neighborhood Improvement Area #2

Each Assessment for the Neighborhood Improvement Area #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #2-3 Bonds. The Neighborhood Improvement Area #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2021-2025), 3.125% in years 6 through 10 (2026-2030), and 4.00% in years 11 through 30 (2031-2050) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #2 Assessment Roll, attached hereto as Appendix G.

Neighborhood Improvement Area #3

Each Assessment for the Neighborhood Improvement Area #3 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #2-3 Bonds. The Neighborhood Improvement Area #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2021-2025), 3.125% in years 6 through 10 (2026-2030), and 4.00% in years 11 through 30 (2031-2050) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #3 Assessment Roll, attached hereto as Appendix H.

Neighborhood Improvement Area #4

Each Assessment for the Neighborhood Improvement Area #4 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #4 Bonds. The Neighborhood Improvement Area #4 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2022-2026), 3.00% in years 6 through 10 (2027-2031), 3.375% in years 11 through 20 (2032-2041) , and 4.00% in years 21 through 30 (2042-2051) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #4 Assessment Roll, attached hereto as Appendix I.

Neighborhood Improvement Area #5

Each Assessment for the Neighborhood Improvement Area #5 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #5 Bonds. The Neighborhood Improvement Area #5 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.50% in years 1 through 5 (2023-2027), 4.875% in years 6 through 10 (2028-2032), 5.50% in years 11 through 20 (2033-2042), and 5.625% in years 21 through 30 (2043-2052) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #5 Assessment Roll, attached hereto as Appendix J.

Neighborhood Improvement Area #6

Each Assessment for the Neighborhood Improvement Area #6 Assessed Property shall be paid with interest related to the actual interest rate paid on the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation, as shown in the Neighborhood Improvement Area #6 Assessment Roll. Interest on the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation shall be paid based on an estimated interest rate of 5.95% per annum for years 1 through 5 and 5.95% per annum following the fifth Annual Installment. The interest on the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation 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 3.95%. The City has determined that the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation under the Reimbursement Agreement shall bear interest at the interest rate of 5.95% per annum for years 1 through 5 and 5.95% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.95% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.95%. Furthermore, the Annual Installments may not exceed the amounts shown on

the Neighborhood Improvement Area #6 Assessment Roll. The Neighborhood Improvement Area #6 Assessment Roll is shown in Appendix K.

The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and/or obligations under the PID 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 PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the debt service on 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 "PID Bonds" for purposes of this SAP.

M. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, 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 Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve or Additional Interest Reserve, as applicable. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Assessment against such Assessed Property and such Assessed 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 Assessed Property as they become due and payable.

Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be 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 Major Improvement Area Bonds were due when billed and were delinquent if not paid prior to February 1, 2017.

Neighborhood Improvement Area #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be 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 Neighborhood Improvement Area #1 Bonds were due when billed and were delinquent if not paid prior to February 1, 2017.

Neighborhood Improvement Area #2

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2021

Neighborhood Improvement Area #3

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2021

Neighborhood Improvement Area #4

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #4 Improvements that benefit the Neighborhood Improvement Area #4 Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following issuance of the Neighborhood Improvement Area #4 Bonds. The first payment of the Annual Installment of the Assessment levied against the Neighborhood Improvement Area #4 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2022

Neighborhood Improvement Area #5

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #5 Improvements that benefit the Neighborhood Improvement Area #5 Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following issuance of the Neighborhood Improvement Area #5 Bonds. The first payment of the Annual Installment of the Assessment levied against the Neighborhood Improvement Area #5 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2023.

Neighborhood Improvement Area #6

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #6 Improvements that benefit the Neighborhood Improvement Area #6 Assessed Property shall commence upon the earlier of:

(i) September 1, 2025, (ii) with tax bills sent the first October after issuance of a series of Bonds for the Neighborhood Improvement Area #6 Improvements, such that upon the issuance of Bonds all Assessments in Neighborhood Improvement Area #6 shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Neighborhood Improvement Area #6 Assessed Property, such that all Assessments in the Neighborhood Improvement Area #6 begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Lot or Parcel of Neighborhood Improvement Area #6 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

N. 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 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Major Improvement Area Bonds.

O. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #1 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #1 Bonds still remain after all of the Neighborhood Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #1 Bonds.

P. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Areas #2-3 Bonds still remain after all of the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Areas #2-3 Bonds.

Q. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #4 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #4 Bonds still remain after all of the Neighborhood Improvement Area #4 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #4 Bonds.

R. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #5 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #5 Bonds still remain after all of the Neighborhood Improvement Area #5 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #5 Bonds.

VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized 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 was assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the \$8,471,369 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 administration, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$8,040,000, which is less than 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 \$8,040,000 plus annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D.1. The Major Improvement Area Assessment Roll is attached hereto as Appendix E.

Table VII-A
Special Benefit Summary – Major Improvement Area

Special Benefit	Total Cost
Major Improvement Area Projects ¹	\$6,146,368
PID Formation/Bond Costs of Issuance:	
Master Developer's Counsel/SAP/Appraisal	\$98,829
Reserve Fund	\$653,930
Capitalized Interest	\$1,020,075
Additional Proceeds	\$2,448
Underwriter's Discount/Underwriters Counsel	\$213,121
Cost of Issuance	\$336,598
<i>Subtotal PID Formation/Bond Cost of Issuance</i>	<i>\$2,325,001</i>
Total Special Benefit	\$8,471,369
Special Benefit:	
Total Special Benefit	\$8,471,369
Assessment	\$8,040,000
Excess Benefit	\$431,369

¹See Table III-A for details.

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B. NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. Table VII-B summarizes the \$6,978,902 in special benefit received by the Neighborhood Improvement Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$5,790,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$5,790,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D.2 The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Special Benefit Summary – Neighborhood Improvement Area #1

Special Benefit	Total Cost
Neighborhood Improvement Area #1 Projects ¹	\$5,733,903
<u>PID Formation/Bond Costs of Issuance:</u>	
Master Developer's Counsel/SAP/Appraisal	\$71,171
Reserve Fund	\$412,100
Capitalized Interest	\$357,247
Additional Proceeds	\$0
Underwriter's Discount/Underwriters Counsel	\$153,479
Cost of Issuance	\$251,002
<i>Subtotal PID Formation/Bond Cost of Issuance</i>	<i>\$1,244,999</i>
Total Special Benefit	\$6,978,902
<u>Special Benefit:</u>	
Total Special Benefit	\$6,978,902
Assessment	\$5,790,000
Excess Benefit	\$1,188,902

¹See Table III-B for details.

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Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

C. NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements. Table VII-C summarizes the \$3,649,490 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, costs related to financing the Neighborhood Improvement Area #2 Improvements, and the issuance of the Neighborhood Improvement Areas #2-3 Bonds. The portion of the par amount of the Neighborhood Improvement Areas #2-3 Bonds relating to Neighborhood Improvement Area #2 is \$920,000 plus \$25,000 in principal payments paid under the PID Reimbursement Agreement, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is \$945,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D.3. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as Appendix G.

Table VII-C
Special Benefit Summary – Neighborhood Improvement Area #2

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Improvements ¹	\$3,492,146
PID Formation/Bond Costs of Issuance:	
Reserve Fund	\$69,738
Underwriter's Discount/Underwriters Counsel	\$60,006
Cost of Issuance	\$27,600
<i>Subtotal PID Formation/Bond Cost of Issuance</i>	<i>\$157,344</i>
Total Special Benefit	\$3,649,490
Special Benefit:	
Total Special Benefit	\$3,649,490
Assessment	\$945,000
Excess Benefit	\$2,704,490

¹See Table III-C for details.

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D. NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #3 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #3 Improvements. Table VII-D summarizes the \$3,964,617 in special benefit received by the Neighborhood Improvement Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Areas #2-3 Bond issuance costs. The portion of the par amount of the Neighborhood Improvement Areas #2-3 Bonds relating to Neighborhood Improvement Area #3 is \$2,275,000, which is less than the benefit received by the Neighborhood Improvement Area #3 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #3 Assessed Property is \$2,275,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #3 Assessed Property is calculated based on the allocation methodologies described in Section V.D.4. The Neighborhood Improvement Area #3 Assessment Roll is attached hereto as Appendix H.

Table VII-D
Special Benefit Summary – Neighborhood Improvement Area #3

Special Benefit	Total Cost
Neighborhood Improvement Area #3 Improvements ¹	\$3,470,719
PID Formation/Bond Costs of Issuance:	
Reserve Fund	\$172,451
Administrative Fund	\$25,000
Capitalized Interest	\$79,814
Underwriter's Discount/Underwriters Counsel	\$68,250
Cost of Issuance	\$148,384
<i>Subtotal PID Formation/Bond Cost of Issuance</i>	<i>\$493,898</i>
Total Special Benefit	\$3,964,617
Special Benefit:	
Total Special Benefit	\$3,964,617
Assessment	\$2,275,000
Excess Benefit	\$1,689,617

¹See Table III-D for details.

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E. NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #4 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #4 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #4 Improvements. Table VII-E summarizes the \$7,258,014 in special benefit received by the Neighborhood Improvement Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #4 Bond issuance costs. The par amount of the Neighborhood Improvement Area #4 Bonds relating to Neighborhood Improvement Area #4 is \$5,255,000, which is less than the benefit received by the Neighborhood Improvement Area #4 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #4 Assessed Property is \$5,255,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #4 Assessed Property is calculated based on the allocation methodologies described in Section V.D.5. The Neighborhood Improvement Area #4 Assessment Roll is attached hereto as Appendix I.

Table VII-E
Special Benefit Summary – Neighborhood Improvement Area #4

Special Benefit	Total Cost
Neighborhood Improvement Area #4 Improvements ¹	\$6,210,351
PID Formation/Bond Costs of Issuance:	
Reserve Fund	\$393,728
Administrative Fund	\$25,000
Capitalized Interest	\$166,580
Underwriter's Discount/Underwriters Counsel	\$157,650
Cost of Issuance	\$304,705
<i>Subtotal PID Formation/Bond Cost of Issuance</i>	<i>\$1,047,663</i>
Total Special Benefit	\$7,258,014
Special Benefit:	
Total Special Benefit	\$7,258,014
Assessment	\$5,255,000
Excess Benefit	\$2,003,014

¹See Table III-E for details.

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F. NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #5 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #5 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #5 Improvements. Table VII-F summarizes the \$6,727,440 in special benefit expected to be received by the Neighborhood Improvement Area #5 Assessed Property from the Neighborhood Improvement Area #5 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #5 Bond issuance costs. The par amount of the Neighborhood Improvement Area #5 Bonds is \$6,463,000, which is less than the benefit received by the Neighborhood Improvement Area #5 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #5 Assessed Property is \$6,463,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #5 Assessed Property is calculated based on the allocation methodologies described in Section V.D.6. The Neighborhood Improvement Area #5 Assessment Roll is attached hereto as Appendix J.

Table VII-F
Special Benefit Summary – Neighborhood Improvement Area #5

Special Benefit	Total Cost
Neighborhood Improvement Area #5 Improvements ¹	\$5,221,933
<u>PID Formation/Bond Costs of Issuance:</u>	
Cost of Issuance	\$360,483
Capitalized Interest	\$320,611
Reserve Fund	\$590,523
Administrative Expense	\$40,000
Underwriter's Discount	\$193,890
<i>Subtotal PID Formation/Bond Issuance Costs</i>	<i>\$1,505,507</i>
Total Special Benefit	\$6,727,440
<u>Special Benefit:</u>	
Total Special Benefit	\$6,727,440
Projected Assessment	\$6,463,000
Excess Benefit	\$264,440

¹See Table III-F for details.

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G. NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #6 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #6 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #6 Improvements. Table VII-G summarizes the \$3,000,529 in special benefit expected to be received by the Neighborhood Improvement Area #6 Assessed Property from the Neighborhood Improvement Area #6 Improvements, and other Assessment levy costs. The total amount of the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation is \$2,785,000, which is less than the benefit received by the Neighborhood Improvement Area #6 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #6 Assessed Property is expected to be \$2,785,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #6 Assessed Property is calculated based on the allocation methodologies described in Section V.D.7. The Neighborhood Improvement Area #6 Assessment Roll is attached hereto as Appendix K.

Table VII-F
Special Benefit Summary – Neighborhood Improvement Area #6

Special Benefit	Total Cost
Neighborhood Improvement Area #6 Improvements ¹	\$2,960,529
<u>Other Assessment Levy Costs</u>	
Administrative Expenses	\$40,000
<i>Subtotal</i>	\$40,000
Total Special Benefit	\$3,000,529
<u>Special Benefit:</u>	
Total Special Benefit	\$3,000,529
Projected Assessment	\$2,785,000
Excess Benefit	\$215,529

¹See Table III-G for details.

H. FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

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I. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Rolls 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.K of this Service and Assessment Plan.

Once PID 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 PID Bonds. This update shall reflect the actual interest on the PID 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 PID 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, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. 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 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 Assessment shall be collected), 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 City Council. Any amendments made to the Assessment Roll 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 terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the 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

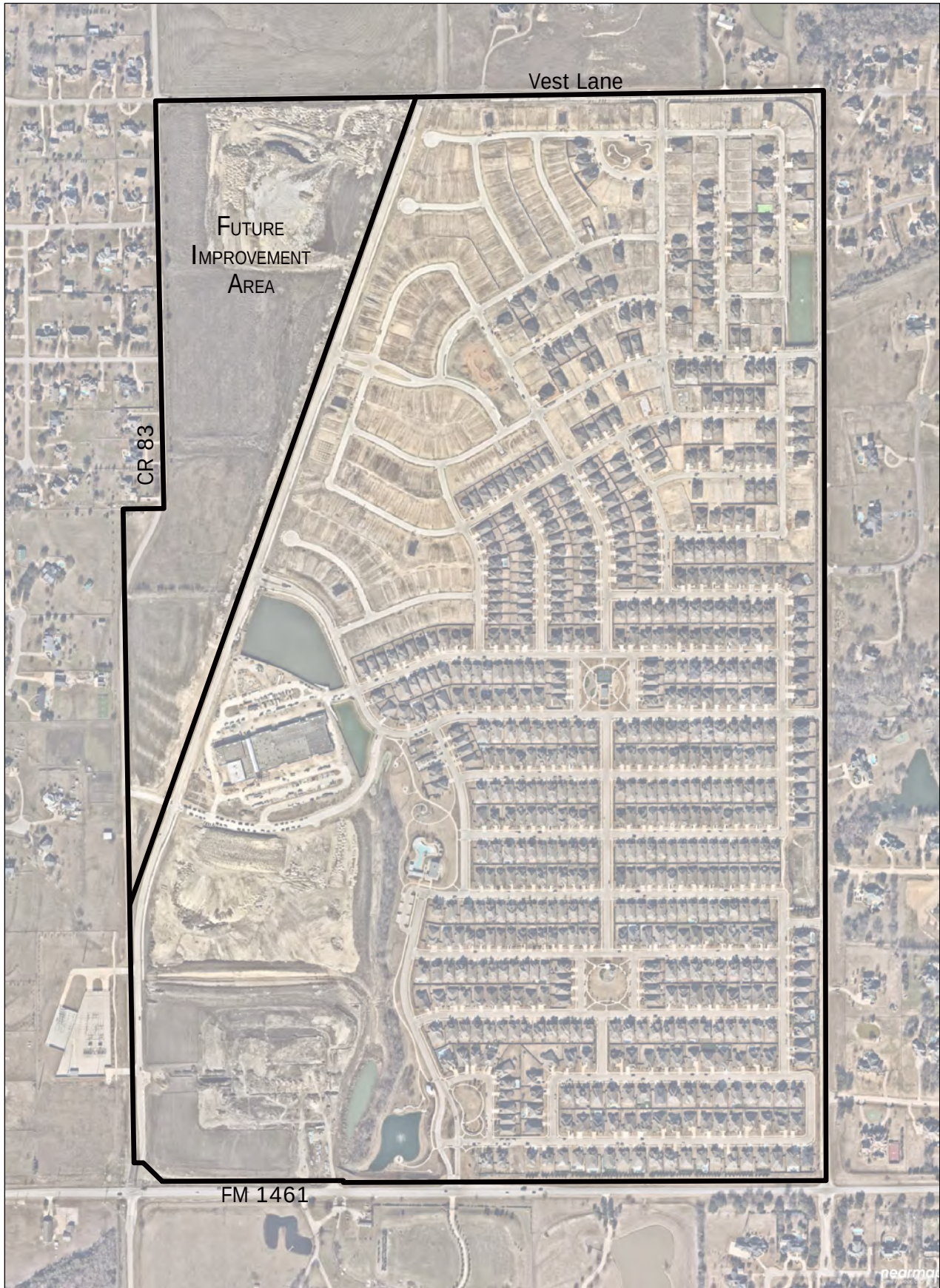
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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.

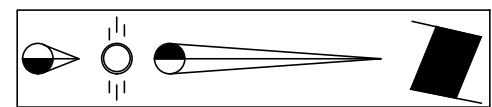
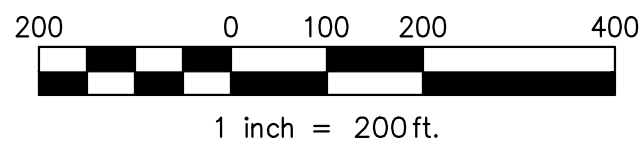
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP







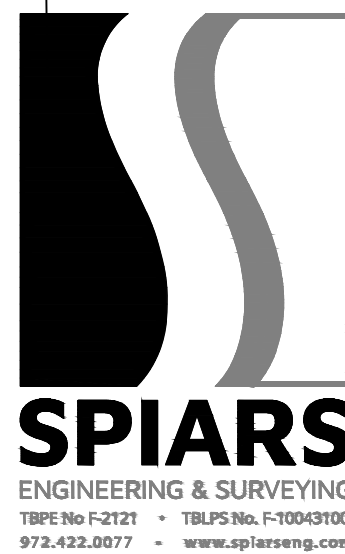
PHASE 1	
50'x120' Lots - 47	
60'x120' Lots - 111	
74'x130' Lots - 85	
Total	243
PHASE 2A-1 ~ 21.350 Ac.	
50'x120' Lots - 42	
74'x130' Lots - 7	
Total	49
PHASE 2A-2 ~ 27.370 Ac.	
50'x120' Lots - 7	
60'x120' Lots - 89	
74'x130' Lots - 8	
Total	104
PHASE 3 18.356 Ac.	
50'x120' Lots - 73	
60'x120' Lots - 5	
Total	78
PHASE 4 (Remaining)	
50'x120' Lots - 156	
60'x120' Lots - 100	
71'x120' Lots - 20	
Total	276
PHASE 5 (Remaining)	
50'x120' Lots - 139	
60'x120' Lots - 68	
Total	207
PHASE 6 (Remaining)	
50'x120' Lots - 100	
Total	100
PHASE 7 (Remaining)	
50'x120' Lots - 48	
60'x120' Lots - 15	
71'x120' Lots - 39	
Total	152
Total	
50'x120' Lots - 762 (58.2%) Max. 60%	
60'x120' Lots - 388 (29.64%)	
70'x120' Lots - 159 (12.15%)	
Total	1309

FRONTIER ROAD (F.M. 1463)

COUNTY ROAD 84

WELLS ROAD

WELLS ROAD



WELLS SOUTH (LILYANA)
PAD MAP (P)



APPENDIX B-1
LEGAL DESCRIPTION – ALL PROPERTY

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

Appendix B-1

PROPERTY METES AND BOUNDS DESCRIPTION

(400.524 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

APPENDIX B-2
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #1

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #1
(approximately 93.21 acres)

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of a called 214.659 acre tract of land as described in instrument to The George White Family Limited Partnership, recorded in County Clerk's File No. 2005-0005703 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a PK Nail found in the approximate centerline of County Road No. 84 and being in the north right-of-way line of F.M 1461, a variable width right of way, and being the northeast corner of a tract of land to the State of Texas, as described in instrument recorded in Volume 484, Page 275 of the Deed Records of Collin County, Texas (D.R.C.C.T.), being the southeast corner of the 214.659 acre George White Family tract;

THENCE, South 89 degrees 46 minutes 00 seconds West, along the north right-of-way line of F.M. 1461 and the south line of the 214.659 acre George White Family tract, a distance of 2,171.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, departing the south line of the 214.659 acre George White Family tract, and the north right-of-way line of F.M. 1461, North 00 degrees 39 minutes 56 seconds East, a distance of 939.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, South 89 degrees 51 minutes 22 seconds West, a distance of 61.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 11 degrees 58 minutes 44 seconds East, a distance of 117.06 feet to a point for a corner;

THENCE, North 01 degrees 14 minutes 17 seconds West, a distance of 142.46 feet to a point for a corner;

THENCE, North 01 degrees 52 minutes 47 seconds West, a distance of 143.69 feet to a point for a corner;

THENCE, North 05 degrees 39 minutes 29 seconds West, a distance of 74.86 feet to a point for a corner;

THENCE, North 10 degrees 23 minutes 36 seconds West, a distance of 74.86 feet to a point for a corner;

THENCE, North 18 degrees 07 minutes 19 seconds West, a distance of 53.93 feet to a point for a corner;

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

THENCE, North 22 degrees 03 minutes 04 seconds West, a distance of 127.12 feet to a point for a corner;

THENCE, North 68 degrees 27 minutes 26 seconds East, a distance of 123.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 21 degrees 32 minutes 34 seconds West, a distance of 432.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 65 degrees 24 minutes 00 seconds East, a distance of 58.10 feet to a point for a corner;

THENCE, North 56 degrees 30 minutes 34 seconds East, a distance of 58.10 feet to a point for a corner;

THENCE, North 48 degrees 55 minutes 07 seconds East, a distance of 47.69 feet to a point for a corner;

THENCE, North 33 degrees 52 minutes 49 seconds East, a distance of 47.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 22 degrees 52 minutes 44 seconds East, a distance of 182.18 feet to a point for a corner;

THENCE, North 86 degrees 38 minutes 38 seconds East, a distance of 50.03 feet to a point for a corner;

THENCE, North 67 degrees 39 minutes 44 seconds East, a distance of 121.67 feet to a point for a corner;

THENCE, North 73 degrees 33 minutes 49 seconds East, a distance of 44.63 feet to a point for a corner;

THENCE, North 83 degrees 32 minutes 02 seconds East, a distance of 78.51 feet to a point for a corner;

THENCE, North 88 degrees 55 minutes 45 seconds East, a distance of 453.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, South 01 degree 01 minute 26 seconds East, a distance of 296.68 feet to a point for a corner;

THENCE, North 89 degrees 21 minutes 24 seconds East, a distance of 299.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, South 00 degrees 25 minutes 49 seconds East, a distance of 900.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 89 degrees 16 minutes 55 seconds East, a distance of 633.44 feet to a point for a corner;

THENCE, South 68 degrees 22 minutes 28 seconds East, a distance of 43.04 feet to a point for a corner;

THENCE, South 00 degrees 11 minutes 53 seconds West, a distance of 119.12 feet to a point for a corner;

THENCE, North 89 degrees 18 minutes 51 seconds East, a distance of 137.43 feet to a point for a corner;

THENCE, North 00 degrees 16 minutes 22 seconds East, a distance of 155.86 feet to a point for a corner;

THENCE, North 89 degrees 52 minutes 13 seconds East, a distance of 237.38 feet to a Mag nail set in the east line of the 214.659 acre George White Family tract and being in County Road No. 84;

THENCE, South 00 degrees 07 minutes 47 seconds East, along the east line of the 214.659 acre George White Family tract and County Road No. 84, a distance of 1,306.85 feet the POINT OF BEGINNING and CONTAINING 93.21 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

APPENDIX B-3
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #2

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #2
(approximately 21.347 acres)

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being all of a tract conveyed to LILYANA PHASE 2, LLC, according to the deed recorded in Document No. 20171116001527360 of the Official Public Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" capped iron rod found on the west line of County Road 84, a variable width public right-of-way, for the lower northeast corner of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199, Plat Records, Collin County, Texas (PRCCT), from which a PK nail found bears S 00°07'47" E, a distance of 1293.95 feet;

THENCE along the northerly and easterly lines of Lilyana Phase 1, the following:

S 89°52'13" W, 30.00 feet;

S 44°49'07" W, 28.31 feet;

S 89°46'00" W, 119.34 feet;

N 45°14'00" W, 14.14 feet;

N 00°14'00" W, 15.00 feet;

S 89°46'00" W, 50.00 feet;

S 00°14'00" E, 51.59 feet;

S 89°46'00" W, 800.00 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 110.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 220.00 feet;

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

N 44°46'00" E, 14.14 feet;
 N 89°46'00" E, 10.00 feet;
 N 00°14'00" W, 50.00 feet;
 S 89°46'00" W, 10.00 feet;
 N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;
 N 00°14'00" W, 220.00 feet;
 N 44°46'00" E, 14.14 feet;
 N 89°46'00" E, 10.00 feet;
 N 00°14'00" W, 50.00 feet;
 S 89°46'00" W, 10.00 feet;
 N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;
 And N 00°14'00" W, 110.00 feet;

THENCE departing an east line of Lilyana Phase 1, through said Celina Development tract, the following:

N 89°46'00" E, 800.00 feet;
 N 00°14'00" W, 110.00 feet;
 N 45°14'00" W, 14.14 feet;
 S 89°46'00" W, 40.00 feet;
 N 00°14'00" W, 50.00 feet;
 N 89°46'00" E, 40.00 feet;
 N 44°46'00" E, 14.14 feet;
 N 00°14'00" W, 40.00 feet;
 N 89°46'00" E, 50.00 feet;
 S 00°14'00" E, 40.00 feet;

S 45°14'00" E, 14.14 feet;

N 89°46'00" E, 121.16 feet;

N 44°48'57" E, 28.31 feet;

And N 89°51'54" E, 30.00 feet to the west line of County Road 84;

THENCE S 00°08'06" E, 61.40 feet along the west line thereof to a PK nail found;

THENCE S 00°07'47" E, 952.01 feet continuing along the west line of County Road 84 to the POINT OF BEGINNING with the subject tract containing 929,889 square feet or 21.347 acres of land.

APPENDIX B-4
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #3

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #3
(approximately 44.724 acres)

TRACT 1

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030, and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the west line of County Road 84, and from which a 5/8" iron rod found for the northeast corner of the parent tract, bears N 00°08'06" W, 2,297.61 feet;

THENCE S 00°08'06" E, 680.05 feet along County Road 84 to the northeast corner of Lilyana Phase 2A-1, an addition recorded in Cabinet 2018, Page 530 of the Plat Records, Collin County, Texas (PRCCT);

THENCE along Lilyana Phase 2A-1, the following:

S 89°51'54" W, 30.00 feet;

S 44°48'57" W, 28.31 feet;

S 89°46'00" W, 121.16 feet to a point from which an "X" found for the intersection of the centerline of Indian Grass Lane with the centerline of Daisy Corner Drive, bears S 54°13'45" W, 43.01 feet;

N 45°14'00" W, 14.14 feet;

N 00°14'00" W, 40.00 feet;

S 89°46'00" W, 50.00 feet;

S 00°14'00" E, 40.00 feet;

S 44°46'00" W, 14.14 feet;

S 89°46'00" W, 40.00 feet;

S 00°14'00" E, 50.00 feet;

N 89°46'00" E, 40.00 feet;

S 45°14'00" E, 14.14 feet;

S 00°14'00" E, 110.00 feet;

And S 89°46'00" W, 800.00 feet to the east line of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199 PRCCT;

THENCE along Lilyana Phase 1, the following:

N 00°14'00" W, 110.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet to a point from which an "X" found in concrete for the intersection of the centerline of Blue Thistle Road with the centerline of Daisy Corner Drive, bears N 63°40'05" W, 55.90 feet;

N 00°14'00" W, 60.00 feet;

S 89°46'00" W, 155.84 feet;

And N 45°14'00" W, 14.14 feet;

THENCE N 00°14'00" W, 200.00 feet;

THENCE N 44°46'00" E, 14.14 feet;

THENCE N 89°46'00" E, 15.00 feet;

THENCE N 00°14'00" W, 60.00 feet;

THENCE S 89°46'00" W, 14.16 feet;

THENCE N 00°14'00" W, 120.00 feet;

THENCE S 89°46'00" W, 53.00 feet;

THENCE N 00°14'00" W, 310.40 feet;

THENCE around a tangent curve to the left having a central angle of 30°00'00", a radius of 440.00 feet, a chord of N 15°14'00" W - 227.76 feet, an arc length of 230.38 feet;

THENCE N 30°14'00" W, 166.95 feet;

THENCE N 59°46'00" E, 6.90 feet;

THENCE N 30°14'00" W, 170.00 feet;

THENCE N 59°46'00" E, 173.95 feet;

THENCE S 30°14'00" E, 110.00 feet;

THENCE S 75°14'00" E, 14.14 feet;

THENCE N 59°46'00" E, 110.00 feet;

THENCE S 30°14'00" E, 295.79 feet;

THENCE around a tangent curve to the right having a central angle of 30°00'00", a radius of 500.00 feet, a chord of S 15°14'00" E - 258.82 feet, an arc length of 261.80 feet;

THENCE S 00°14'00" E, 78.67 feet;

THENCE N 89°46'00" E, 120.00 feet;

THENCE N 00°14'00" W, 6.12 feet;

THENCE N 89°46'00" E, 792.36 feet to the POINT OF BEGINNING with the subject tract containing 1,148,607 square feet or 26.368 acres of land.

TRACT 2

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the north line of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199 of the Plat Records, Collin County, Texas (PRCCT) and from which an "X" found in concrete for the intersection of the centerline of Daisy Corner Drive with the centerline of Blue Thistle Road, bears S 64°50'07" E, 128.23 feet;

THENCE along the north line of Lilyana Phase 1, the following:

S 89°46'00" W, 60.00 feet;

S 00°14'00" E, 20.00 feet;

S 44°46'00" W, 14.14 feet;

S 89°46'00" W, 110.00 feet;

N 00°14'00" W, 120.00 feet;

S 89°46'00" W, 400.00 feet;

S 88°53'40" W, 50.19 feet;

S 77°51'01" W, 44.60 feet;

S 67°46'00" W, 181.92 feet;

S 78°31'41" W, 16.36 feet;

S 84°46'23" W, 26.96 feet;

S 18°41'16" W, 120.00 feet;

Around a non-tangent curve to the right having a central angle of 02°17'13", a radius of 175.00 feet, a chord of N 70°10'08" W - 6.98 feet, an arc length of 6.98 feet;

S 20°58'28" W, 60.00 feet;

S 71°28'14" W, 15.16 feet;

S 30°44'50" W, 1.72 feet;

And around a tangent curve to the right having a central angle of 32°55'42", a radius of 330.00 feet, a chord of S 47°12'41" W - 187.05 feet, an arc length of 189.65 feet;

THENCE N 23°02'13" W, 212.96 feet;

THENCE around a tangent curve to the left having a central angle of 32°26'29", a radius of 500.00 feet, a chord of N 39°15'27" W - 279.34 feet, an arc length of 283.10 feet to a point from which a 5/8" iron rod with plastic cap found for a northwest corner of the parent tract, bears N 38°31'32" W, 1,063.32 feet;

THENCE N 67°46'00" E, 610.84 feet;

THENCE around a tangent curve to the right having a central angle of 22°00'00", a radius of 430.00 feet, a chord of N 78°46'00" E - 164.10 feet, an arc length of 165.11 feet;

THENCE N 89°46'00" E, 111.47 feet;

THENCE N 00°14'00" W, 110.00 feet;

THENCE N 45°14'00" W, 14.14 feet;

THENCE N 00°14'00" W, 50.00 feet;

THENCE N 44°46'00" E, 14.14 feet;

THENCE N 00°14'00" W, 92.81 feet;

THENCE around a tangent curve to the left having a central angle of 30°00'00", a radius of 250.00 feet, a chord of N 15°14'00" W - 129.41 feet, an arc length of 130.90 feet;

THENCE N 30°14'00" W, 46.08 feet;

THENCE N 70°51'04" W, 15.18 feet;

THENCE around a non-tangent curve to the right having a central angle of 01°45'56", a radius of 325.00 feet, a chord of S 70°17'42" W - 10.01 feet, an arc length of 10.01 feet;

THENCE N 18°49'20" W, 50.00 feet;

THENCE N 19°57'05" E, 12.81 feet;

THENCE N 30°14'00" W, 1.38 feet;

THENCE around a tangent curve to the right having a central angle of 08°56'51", a radius of 725.00 feet, a chord of N 25°45'34" W - 113.10 feet, an arc length of 113.22 feet;

THENCE N 68°42'51" E, 50.00 feet;

THENCE N 59°46'00" E, 411.23 feet;

THENCE S 30°14'00" E, 170.00 feet;

THENCE S 59°46'00" W, 6.90 feet;

THENCE S 30°14'00" E, 166.95 feet;

THENCE around a tangent curve to the right having a central angle of 30°00'00", a radius of 440.00 feet, a chord of S 15°14'00" E - 227.76 feet, an arc length of 230.38 feet;

THENCE S 00°14'00" E, 310.40 feet;

THENCE N 89°46'00" E, 53.00 feet;

THENCE S 00°14'00" E, 120.00 feet;

THENCE N 89°46'00" E, 14.16 feet;

THENCE S 00°14'00" E, 60.00 feet;

THENCE S 89°46'00" W, 15.00 feet;

THENCE S 44°46'00" W, 14.14 feet;

THENCE S 00°14'00" E, 190.00 feet to the POINT OF BEGINNING with the subject tract containing 799,601 square feet or 18.356 acres of land.

APPENDIX B-5
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #4

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #4
(approximately 67.494 acres)

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030, and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to LILYANA PHASE 4, LLC, by deed recorded in Document No. 20210302000414010 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in a bend of County Road 84, a public road, and being on the west line of a right-of-way dedication created by the final plat of Wilson Creek Estates Phase 2, recorded in Cabinet K, Page 192, Plat Records, Collin County, Texas (PRCCT);

THENCE S 00°08'06" E, 2297.61 feet along County Road 84, and along the west line of said right-of-way dedication, and of another dedication created by the final plat of Wilson Creek Estates, recorded in Cabinet J, Page 605 PRCCT, to a point for corner;

THENCE departing said road, into the subject tract, the following:

S 89°46'00" W, 792.36 feet;

S 00°14'00" E, 6.12 feet;

S 89°46'00" W, 120.00 feet;

N 00°14'00" W, 78.67 feet;

A tangent curve to the left having a central angle of 30°00'00", a radius of 500.00 feet, a chord of N 15°14'00" W - 258.82 feet, an arc length of 261.80 feet;

N 30°14'00" W, 295.79 feet;

S 59°46'00" W, 110.00 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 110.00 feet;

S 59°46'00" W, 60.00 feet;

N 30°14'00" W, 110.00 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 60.00 feet;

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

N 14°46'00" E, 14.14 feet;

N 30°14'00" W, 494.97 feet;

N 75°18'48" W, 14.12 feet;

N 31°27'16" W, 60.00 feet;

A non-tangent curve to the right having a central angle of 01°05'25", a radius of 330.00 feet, a chord of N 59°05'27" E - 6.28 feet, an arc length of 6.28 feet;

N 15°08'08" E, 14.05 feet;

N 59°46'00" E, 50.00 feet;

S 30°14'00" E, 4.87 feet;

S 75°14'00" E, 14.14 feet;

N 59°46'00" E, 225.35 feet;

N 14°46'00" E, 14.14 feet;

N 59°46'00" E, 50.00 feet;

S 75°14'00" E, 14.14 feet;

N 59°46'00" E, 219.77 feet;

N 15°24'44" E, 14.30 feet;

N 28°56'32" W, 109.92 feet;

N 61°03'28" E, 190.99 feet;

N 36°03'33" W, 150.88 feet;

A tangent curve to the right having a central angle of 35°18'53", a radius of 295.00 feet, a chord of N 18°24'06" W - 178.96 feet, an arc length of 181.83 feet;

N 00°44'40" W, 86.28 feet;

N 89°15'20" E, 106.54 feet;

N 00°44'40" W, 138.00 feet;

S 89°15'20" W, 533.56 feet;

A tangent curve to the left having a central angle of $07^{\circ}17'16''$, a radius of 120.50 feet, a chord of S $85^{\circ}36'43''$ W - 15.32 feet, an arc length of 15.33 feet;

S $81^{\circ}58'05''$ W, 52.52 feet;

A tangent curve to the right having a central angle of $10^{\circ}46'52''$, a radius of 179.50 feet, a chord of S $87^{\circ}21'30''$ W - 33.73 feet, an arc length of 33.78 feet;

A compound curve to the right having a central angle of $15^{\circ}06'07''$, a radius of 402.63 feet, a chord of N $79^{\circ}42'00''$ W - 105.82 feet, an arc length of 106.12 feet;

S $64^{\circ}33'12''$ W, 35.34 feet;

And N $19^{\circ}31'46''$ E, 35.36 feet to a point in County Road 84;

THENCE N $89^{\circ}09'41''$ E, 49.21 feet along said road to a PK nail found, being the intersection of County Road 84 and County Road 86, a public road;

THENCE N $89^{\circ}15'20''$ E, 1269.46 feet continuing along County Road 84 to a point for corner;

THENCE N $88^{\circ}41'35''$ E, 580.75 feet continuing along County Road 84 to the POINT OF BEGINNING with the subject tract containing 2,940,037 square feet or 67.494 acres of land.

APPENDIX B-6
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #5

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

METES AND BOUNDS DESCRIPTION

WHEREAS M/I Homes of DFW LLC, is the owner of a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract described in deed recorded in Document No. 20210902001788700, Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner of a remainder of that tract conveyed to Celina Development, LLC, recorded in Document No. 20151123001468620 DRCCT;

THENCE departing said corner, the following:

N 19°31'42" E, 127.06 feet;

THENCE N 25°16'36" E, 96.35 feet;

THENCE N 19°31'46" E, 90.58 feet;

THENCE N 64°31'46" E, 26.87 feet;

THENCE N 19°31'40" E, 42.68 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°15'21", a radius of 60.00 feet, a chord of N 58°55'37" W - 14.89 feet, an arc length of 14.93 feet;

THENCE around a compound curve to the right having a central angle of 142°39'24", a radius of 3.00 feet, a chord of N 19°31'46" E - 5.68 feet, an arc length of 7.47 feet;

THENCE around a compound curve to the right having a central angle of 03°35'02", a radius of 60.00 feet, a chord of S 87°21'02" E - 3.75 feet, an arc length of 3.75 feet;

THENCE N 19°31'42" E, 45.91 feet;

THENCE N 25°28'16" W, 24.97 feet;

THENCE N 19°31'42" E, 832.29 feet;

THENCE N 25°17'28" E, 96.32 feet;

THENCE N 19°31'46" E, 78.12 feet;

THENCE N 64°31'44" E, 26.87 feet;

THENCE N 19°31'42" E, 42.67 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°20'17", a radius of 60.00 feet, a chord of N 58°58'47" W - 14.98 feet, an arc length of 15.01 feet;

THENCE around a compound curve to the right having a central angle of 142°37'36", a radius of 3.00 feet, a chord of N 19°30'10" E - 5.69 feet, an arc length of 7.47 feet;

THENCE around a non-tangent curve to the right having a central angle of 03°40'24", a radius of 60.00 feet, a chord of S 87°21'30" E - 3.85 feet, an arc length of 3.85 feet;

THENCE N 19°31'42" E, 45.87 feet;

THENCE N 25°28'18" W, 25.00 feet;

THENCE N 19°31'42" E, 1066.16 feet;

THENCE N 25°18'29" E, 96.28 feet;

THENCE N 19°31'46" E, 73.34 feet;

THENCE N 64°33'12" E, 35.34 feet to the south line of Vest Lane;

THENCE along the south line thereof, the following:

A non-tangent curve to the left having a central angle of 15°06'07", a radius of 402.63 feet, a chord of S 79°42'00" E - 105.82 feet, an arc length of 106.12 feet;

A compound curve to the left having a central angle of $10^{\circ}46'52''$, a radius of 179.50 feet, a chord of N $87^{\circ}21'30''$ E - 33.73 feet, an arc length of 33.78 feet;

N $81^{\circ}58'05''$ E, 52.52 feet;

A tangent curve to the right having a central angle of $07^{\circ}17'16''$, a radius of 120.50 feet, a chord of N $85^{\circ}36'43''$ E - 15.32 feet, an arc length of 15.33 feet;

And N $89^{\circ}15'20''$ E, 533.56 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner of Lilyana Phase 4, an addition recorded in Cabinet 2022, Page 108, Plat Records, Collin County, Texas;

THENCE along the common line thereof, the following:

S $00^{\circ}44'40''$ E, 138.00 feet;

S $89^{\circ}15'20''$ W, 106.54 feet;

S $00^{\circ}44'40''$ E, 86.28 feet;

A tangent curve to the left having a central angle of $35^{\circ}18'53''$, a radius of 295.00 feet, a chord of S $18^{\circ}24'06''$ E - 178.96 feet, an arc length of 181.83 feet;

S $36^{\circ}03'33''$ E, 150.88 feet;

S $61^{\circ}03'28''$ W, 190.99 feet;

S $28^{\circ}56'32''$ E, 109.92 feet;

S $15^{\circ}24'44''$ W, 14.30 feet;

S $59^{\circ}46'00''$ W, 219.77 feet;

N $75^{\circ}14'00''$ W, 14.14 feet;

S 59°46'00" W, 50.00 feet;

S 14°46'00" W, 14.14 feet;

S 59°46'00" W, 225.35 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 4.87 feet;

S 59°46'00" W, 50.00 feet;

S 15°08'08" W, 14.05 feet;

A non-tangent curve to the left having a central angle of 01°05'25", a radius of 330.00 feet, a chord of S 59°05'27" W - 6.28 feet, an arc length of 6.28 feet;

S 31°27'16" E, 60.00 feet;

S 75°18'48" E, 14.12 feet;

S 30°14'00" E, 494.97 feet;

S 14°46'00" W, 14.14 feet;

S 30°14'00" E, 60.00 feet;

S 75°14'00" E, 14.14 feet;

And S 30°14'00" E, 110.00 feet to a north line of Lilyana Phase 2A-2, recorded in Document No. 20201102010004190 DRCCT;

THENCE S 59°46'00" W, 525.17 feet along the north line thereof and of Lilyana Phase 3, recorded in Document No. 20201102010004190 DRCCT, to a northerly corner thereof;

THENCE continuing along the common line thereof, the following:

S 68°42'51" W, 50.00 feet;

A non-tangent curve to the left having a central angle of 08°56'51", a radius of 725.00 feet, a chord of S 25°45'34" E - 113.10 feet, an arc length of 113.22 feet;

S 30°14'00" E, 1.38 feet;

S 19°57'05" W, 12.81 feet;

S 18°49'20" E, 50.00 feet;

A non-tangent curve to the left having a central angle of 01°45'56", a radius of 325.00 feet, a chord of N 70°17'42" E - 10.01 feet, an arc length of 10.01 feet;

S 70°51'04" E, 15.18 feet;

S 30°14'00" E, 46.08 feet;

A tangent curve to the right having a central angle of 30°00'00", a radius of 250.00 feet, a chord of S 15°14'00" E - 129.41 feet, an arc length of 130.90 feet;

S 00°14'00" E, 92.81 feet;

S 44°46'00" W, 14.14 feet;

S 00°14'00" E, 50.00 feet;

S 45°14'00" E, 14.14 feet;

S 00°14'00" E, 110.00 feet;

S 89°46'00" W, 111.47 feet;

A tangent curve to the left having a central angle of 22°00'00", a radius of 430.00 feet, a chord of S 78°46'00" W - 164.10 feet, an arc length of 165.11 feet;

And S 67°46'00" W, 610.84 feet to a northwesterly corner of Lilyana Phase 3, being in the north line of said remainder;

THENCE along the north line thereof, around a non-tangent curve to the left having a central angle of 15°00'03", a radius of 500.00 feet, a chord of N 62°58'43" W - 130.53 feet, an arc length of 130.91 feet;

THENCE N 70°28'44" W, 226.60 feet continuing along the north line thereof to the POINT OF BEGINNING with the subject tract containing 2,383,619 square feet or 54.720 acres of land.

APPENDIX B-7
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #6

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, and J. Westover Survey, Abstract No. 1030, City of Celina, Collin County, Texas, being part of a tract conveyed to M/I Homes of DFW, LLC, by deed recorded in Document No. 20210902001788700 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at the point of intersection of the east right of way line of Coit Road (a variable width ROW) and the south right of way line of Marigold Lane (a 60' ROW);

THENCE along the south right of way thereof the following:

N 64°31'31" E, 35.36 feet;

S 70°28'44" E, 100.83 feet;

S 25°28'44" E, 14.14 feet;

S 70°28'44" E, 50.00 feet;

N 64°27'40" E, 14.16 feet;

Around a non-tangent curve to the left having a central angle of 37°36'53" a radius of 705.00 feet, a chord of S 89°43'38" E - 454.57 feet, an arc length of 462.83 feet;

N 68°44'41" E, 50.00 feet;

N 23°06'06" E, 14.27 feet;

N 67°35'34" E, 84.25 feet;

Around a tangent curve to the left having a central angle of 25°56'21" a radius of 325.00 feet, a chord of N 54°37'23" E - 145.88 feet, an arc length of 147.14 feet;

THENCE along the west property line of an addition of LILYANA PHASE I according to the plat recorded in cab, 2017, page 199 of the Plat Records of Collin County, Texas the following:

S 23°08'06" E, 228.92 feet;

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

S 21°51'54" W, 7.07 feet;

S 66°51'54" W, 120.40 feet;

Around a non-tangent curve to the right having central angle of 16°10'26" a radius of 1063.85 feet, a chord of S 9°10'29" E - 299.31 feet, an arc length of 300.31 feet;

S 0°57'08" E, 210.57 feet;

Around a non-tangent curve to right having a central angle of 93°43'34" a radius of 50.00 feet, a chord S 9°02'27" W-72.97,an arc length of 81.79 feet;

S 0°57'08" E, 139.73 feet;

Around a tangent curve to the left having a central angle of 0°48'56" a radius of 560.00 feet, a chord of S 0°32'40" E - 7.97 feet, an arc length of 7.97 feet;

THENCE S 89°02'52" W, 809.94 feet along the Berlin Tract as recorded in the Deed Records of Collin County, Texas;

THENCE N 0°57'08" W, 19.56 feet along the east property line of a tract conveyed Frontier Retail Partners LP according to Document No. 20161221001791270 (DRCCT);

THENCE S 89°02'52" W, 275.00 feet continuing along the east property line of a tract conveyed Frontier Retail Partners LP according to Document No. 20161221001791270 (DRCCT);

THENCE along the east right of way line of Coit Road thereof the following:

N 0°57'08" W, 250.14 feet;

Around a tangent curve to the right having a central angle of 20°28'23" a radius of 1140.00 feet, a chord of N 9°17'04" E - 405.18 feet, an arc length of 407.35 feet:

N 19°31'16" E, 82.87 feet;

N 25°12'10" E, 96.08 feet;

N 19°31'46" E, 80.50 feet to the POINT OF BEGINNING with the subject tract containing 917,513 square feet or 21.063 acres of land.

APPENDIX C
PID ASSESSMENT NOTICE

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

[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 ***Wells South 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 Resolution (Wells South IA #6 – Pre-SAP Resolution)

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 (Wells South IA #6 – Pre-SAP Resolution)

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

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 Texas⁴

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 D
ASSESSMENT PER UNIT AND PROJECTED TAX RATE EQUIVALENTS

Appendix D

A) Proposed Development

Table D-A.1 shows the proposed Lot Types to be developed within the PID.

Table D-A.1
Proposed Development within the PID

Proposed Development	Quantity	Measurement
<u>Residential:</u>		
Single Family – 70 Ft	159	Units
Single Family – 60 Ft	388	Units
Single Family – 50 Ft	762	Units
Townhomes	78	Units
<i>Subtotal Residential</i>	<i>1,387</i>	<i>Units</i>
<u>Non-Residential:</u>		
Commercial	53,143	Square feet
<i>Subtotal Commercial</i>	<i>53,143</i>	<i>Square feet</i>

Table D-A.2 shows the proposed Lot Types within the Major Improvement Area.

Table D-A.2
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
<u>Residential:</u>		
Single Family – 70 Ft	74	Units
Single Family – 60 Ft	277	Units
Single Family – 50 Ft	665	Units
Townhomes	78	Units
<i>Subtotal Residential</i>	<i>1,094</i>	<i>Units</i>
<u>Non-Residential:</u>		
Commercial	53,143	Square feet
<i>Subtotal Commercial</i>	<i>53,143</i>	<i>Square feet</i>

Table D-A.3 shows the Lot Types within Neighborhood Improvement Area #1.

Table D-A.3
Actual Development – Neighborhood Improvement Area #1

Development	Quantity	Measurement
Single Family – 70 Ft	85	Units
Single Family – 60 Ft	111	Units
Single Family – 50 Ft	97	Units
Total	293	Units

Table D-A.4 shows the Lot Types within Neighborhood Improvement Area #2.

Table D-A.4
Actual Development – Neighborhood Improvement Area #2

Development	Quantity	Measurement
Single Family – 70 Ft	7	Units
Single Family – 50 Ft	92	Units
Total	99	Units

Table D-A.5 shows the Lot Types within Neighborhood Improvement Area #3.

Table D-A.5
Actual Development – Neighborhood Improvement Area #3

Development	Quantity	Measurement
Single Family – 70 Ft	8	Units
Single Family – 60 Ft	94	Units
Single Family – 50 Ft	80	Units
Total	182	Units

Table D-A.6 shows the Lot Types within Neighborhood Improvement Area #4.

Table D-A.6
Actual Development – Neighborhood Improvement Area #4

Development	Quantity	Measurement
Single Family – 70 Ft	20	Units
Single Family – 60 Ft	100	Units
Single Family – 50 Ft	156	Units
Total	276	Units

Table D-A.7 shows the Lot Types within Neighborhood Improvement Area #5.

Table D-A.7
Proposed Development – Neighborhood Improvement Area #5

Proposed Development	Quantity	Measurement
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	139	Units
Total	207	Units

Table D-A.8 shows the Lot Types within Neighborhood Improvement Area #6.

Table D-A.8
Proposed Development – Neighborhood Improvement Area #6

Proposed Development	Quantity	Measurement
Single Family – 50 Ft	100	Units
Total	100	Units

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B) Allocation of Assessments to Lots within the Major Improvement Area

Table D-B.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Major Improvement Area Bonds for each Lot Type within the Major Improvement Area.

Table D-B.1
Original Assessment Allocation - Major Improvement Area

Lot Size	Units/GSF	Estimated Buildout Value	Total Assessment	Annual Installment (1st Full Year After Cap I) ¹	Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
NIA #2							
50 Ft	92	\$30,360,000	\$428,675	\$40,224	\$4,660	\$437	\$0.00
70 Ft	7	\$3,010,000	\$42,500	\$3,988	\$6,071	\$570	\$0.00
OAP	-	-	\$4,759	\$447	-	-	-
Subtotal	99	\$33,370,000	\$475,935	\$44,658			
NIA #3							
50 Ft	80	\$28,000,000	\$395,353	\$37,097	\$4,942	\$464	\$0.00
60 Ft	94	\$37,600,000	\$530,902	\$49,816	\$5,648	\$530	\$0.00
70 Ft	8	\$3,600,000	\$50,831	\$4,770	\$6,354	\$596	\$0.00
OAP	-	-	\$9,870	\$926	-	-	-
Subtotal	182	\$69,200,000	\$986,955	\$92,608			
NIA #4							
50 Ft	156	\$70,200,000	\$991,206	\$93,007	\$6,354	\$596	\$0.00
60 Ft	100	\$50,000,000	\$705,987	\$66,244	\$7,060	\$662	\$0.00
70 Ft	20	\$11,000,000	\$155,317	\$14,574	\$7,766	\$729	\$0.00
OAP	-	-	\$18,712	\$1,756	-	-	-
Subtotal	276	\$131,200,000	\$1,871,222	\$175,581			
NIA #5							
50 Ft	139	\$77,840,000	\$1,099,080	\$103,129	\$7,907	\$742	\$0.00
60 Ft	68	\$51,000,000	\$720,107	\$67,569	\$10,590	\$994	\$0.00
OAP	-	-	\$18,376	\$1,724	-	-	-
Subtotal	207	\$128,840,000	\$1,837,563	\$172,423			
NIA #6							
50 Ft	100	\$65,000,000	\$917,783	\$86,118	\$9,178	\$861	\$0.00
OAP	-	-	\$9,271	\$870	-	-	-
Subtotal	100	\$65,000,000	\$927,054	\$86,988			
NIA #7							
50 Ft	98	\$63,700,000	\$899,427	\$84,395	\$9,178	\$861	\$0.00
60 Ft	15	\$11,700,000	\$165,201	\$15,501	\$11,013	\$1,033	\$0.00
70 Ft	39	\$31,200,000	\$440,536	\$41,337	\$11,296	\$1,060	\$0.00
OAP	-	-	\$15,204	\$1,427	-	-	-
Subtotal	152	\$106,600,000	\$1,520,368	\$142,660			
NIA #8							
Townhome	78	\$23,400,000	\$330,402	\$31,002	\$4,236	\$397	\$0.00
Area F	53,143	\$6,111,468	\$86,292	\$8,097	\$1.62	\$0.15	\$0.00
OAP	-	-	\$4,209	\$395	-	-	-
Subtotal	-	\$29,511,468	\$420,903	\$39,494			
Total	1,016	\$563,721,468	\$8,040,000	\$754,412			

Note: Estimates in Table D-B.1 are based on updated Lot counts and estimated buildout values provided by the Master Developer as part of the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown, the original assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of the SAP, the PID Act, and any other documents associated with PID Bonds.

¹Represents original annual installment first year after capitalized interest.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

Table D-B.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Major Improvement Area Bonds for each Lot Type within the Major Improvement Area.

Table D-B.2
Outstanding Assessment Allocation – Major Improvement Area

Lot Size	Units/GSF ⁽¹⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment ⁽²⁾	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
NIA #2							
50 Ft	90	\$29,700,000	\$378,918	\$38,404	\$4,210	\$427	\$0
70 Ft	7	\$3,010,000	\$38,402	\$3,892	\$5,486	\$556	\$0
OAP	-		\$0	\$0	-	-	
Subtotal	97	\$32,710,000	\$417,320	\$42,296			
NIA #3							
50 Ft	80	\$28,000,000	\$357,229	\$36,206	\$4,465	\$453	\$0
60 Ft	93	\$37,200,000	\$474,605	\$48,102	\$5,103	\$517	\$0
70 Ft	8	\$3,600,000	\$45,929	\$4,655	\$5,741	\$582	\$0
OAP	-		\$0	\$0	-	-	
Subtotal	181	\$68,800,000	\$877,763	\$88,963			
NIA #4							
50 Ft	156	\$70,200,000	\$895,625	\$90,773	\$5,741	\$582	\$0
60 Ft	100	\$50,000,000	\$637,909	\$64,653	\$6,379	\$647	\$0
70 Ft	20	\$11,000,000	\$140,340	\$14,224	\$7,017	\$711	\$0
OAP	-		\$0	\$0	-	-	
Subtotal	276	\$131,200,000	\$1,673,874	\$169,650			
NIA #5							
50 Ft	139	\$90,350,000	\$1,152,702	\$116,828	\$8,293	\$840	\$0
60 Ft	68	\$53,040,000	\$676,694	\$68,584	\$9,951	\$1,009	\$0
OAP	-		\$0	\$0	-	-	
Subtotal	207	\$143,390,000	\$1,829,396	\$185,412			
NIA #6							
50 Ft	100	\$65,000,000	\$829,282	\$84,049	\$8,293	\$840	\$0
OAP	-		\$0	\$0	-	-	
Subtotal	100	\$65,000,000	\$829,282	\$84,049			
NIA #7							
50 Ft	98	\$63,700,000	\$812,697	\$82,368	\$8,293	\$840	\$0
60 Ft	15	\$11,700,000	\$149,271	\$15,129	\$9,951	\$1,009	\$0
70 Ft	39	\$31,200,000	\$398,055	\$40,344	\$10,207	\$1,034	\$0
OAP	-		\$0	\$0	-	-	
Subtotal	152	\$106,600,000	\$1,360,023	\$137,840			
NIA #8							
Townhome	78	\$23,400,000	\$298,542	\$30,258	\$3,827	\$388	\$0
Area F	53,143	\$6,111,468	\$77,971	\$7,903	\$1.47	\$0.15	\$0
OAP	-		\$0	\$0	-	-	
Subtotal		\$29,511,468	\$376,513	\$38,160			
Total	1,013	\$577,211,468	\$7,364,172	\$746,370			

Note: Estimates in Table D-B.2 are based on updated Lot counts and estimated buildout values provided by the Master Developer as part of this SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown, the outstanding assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of SAP, the PID Act, and any other documents associated with PID Bonds.

¹Assessments on (2) 50 Ft Lots in NIA #2, one (1) 60 Ft Lot in NIA #3, and Major Improvement Area's share of the OAP for each NIA prepaid their Assessment in full.

²Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

C) Allocation of Assessments to Lots within Neighborhood Improvement Area #1

Table D-C.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #1 Bonds for each Lot Type within Neighborhood Improvement Area #1.

Table D-C.1
Original Assessment Allocation – NIA #1

Lot Size ⁽¹⁾	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	97	\$33,920,027	\$1,566,997	\$137,959	\$16,155	\$1,422	\$0.41
60 Ft	111	\$46,411,431	\$2,144,060	\$188,764	\$19,316	\$1,701	\$0.41
70 Ft	85	\$43,748,565	\$2,021,044	\$177,933	\$23,777	\$2,093	\$0.41
OAP	-	-	\$57,900	\$5,098	-	-	-
Total	293	\$124,080,023	\$5,790,000	\$509,753			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

Table D-C.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #1 Bonds for each Lot Type within Neighborhood Improvement Area #1.

Table D-C.2
Outstanding Assessment Allocation – NIA #1

Lot Size ⁽¹⁾	Units ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	93	\$32,331,487	\$1,385,443	\$131,808	\$14,897	\$1,417	\$0.41
60 Ft	106	\$41,812,100	\$1,791,699	\$170,459	\$17,917	\$1,705	\$0.41
70 Ft	85	\$43,748,565	\$1,874,679	\$178,353	\$22,055	\$2,098	\$0.41
OAP	-	-	\$0	\$0	-	-	-
Total	278	\$117,892,152	\$5,051,822	\$480,621			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

²Assessments on five (5) 60 Ft Lots and two (2) 50 Ft Lots, one (1) 70 Ft Lot and the OAP have prepaid their Assessment in full, and one (1) 50 Ft lot of prepaid their Assessment partially.

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D) Allocation of Assessments to Lots within Neighborhood Improvement Area #2

Table D-D.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #2.

Table D-D.1
Original Assessment Allocation – NIA #2

Lot Size ⁽¹⁾	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment ⁽²⁾	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	92	\$30,360,000	\$851,163	\$71,679	\$9,252	\$779	\$0.24
70 Ft	7	\$3,010,000	\$84,387	\$7,107	\$12,055	\$1,015	\$0.24
OAP	-	-	\$9,450	\$796	-	-	-
Total	99	\$33,370,000	\$945,000	\$79,582			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

²Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Table D-D.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #2.

Table D-D.2
Outstanding Assessment Allocation – NIA #2

Lot Size ⁽¹⁾	Units ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment ⁽³⁾	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	90	\$29,700,000	\$752,003	\$68,864	\$8,194	\$765	\$0.23
70 Ft	7	\$3,010,000	\$76,213	\$6,979	\$10,677	\$997	\$0.23
OAP	-		\$0	\$0	-	-	-
Total	97	\$32,710,000	\$828,216	\$75,843			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

²Assessments on (2) 50 Ft Lots and the OAP have prepaid their Assessment in full.

³Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Table D-D.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #2 relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-D.1 and Neighborhood Improvement Area #2's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

Table D-D.3
Original Assessment Allocation (Combined) – NIA #2

Lot Size ⁽¹⁾	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	92	\$30,360,000	\$1,279,838	\$111,903	\$13,911	\$1,216	\$0.37
70 Ft	7	\$3,010,000	\$126,888	\$11,094	\$18,127	\$1,585	\$0.37
OAP	-		\$14,209	\$1,242	-	-	-
Total	99	\$33,370,000	\$1,420,935	\$124,240			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

Table D-D.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #2 relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-D.2 and Neighborhood Improvement Area #2's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-D.4
Outstanding Assessment Allocation (Combined) – NIA #2

Lot Size ⁽¹⁾	Units ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	90	\$29,700,000	\$1,130,921	\$107,268	\$12,566	\$1,192	\$0.36
70 Ft	7	\$3,010,000	\$114,615	\$10,871	\$16,374	\$1,553	\$0.36
OAP	-	-	\$0	\$0	-	-	-
Total	97	\$32,710,000	\$1,245,536	\$118,139			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

²Assessments on (2) 50 Ft Lots and the OAP have prepaid their Assessment in full.

E) Allocation of Assessments to Lots within Neighborhood Improvement Area #3

Table D-E.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #3.

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Table D-E.1
Original Assessment Allocation – NIA #3

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment ⁽²⁾	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	80	\$28,000,000	\$911,315	\$73,320	\$11,391	\$917	\$0.26
60 Ft	94	\$37,600,000	\$1,223,766	\$98,458	\$13,019	\$1,047	\$0.26
70 Ft	8	\$3,600,000	\$117,169	\$9,427	\$14,646	\$1,178	\$0.26
OAP	-	-	\$22,750	\$1,830	-	-	-
Total	182	\$69,200,000	\$2,275,000	\$183,036			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

²Represents average Annual Installment excluding first year amount paid from capitalized interest.

Table D-E.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #3.

Table D-E.2
Outstanding Assessment Allocation – NIA #3

Lot Size ⁽¹⁾	Units/SF ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment ⁽³⁾	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	80	\$28,000,000	\$878,757	\$72,069	\$10,984	\$901	\$0.26
60 Ft	93	\$37,200,000	\$1,167,491	\$95,749	\$12,554	\$1,030	\$0.26
70 Ft	8	\$3,600,000	\$112,983	\$9,266	\$14,123	\$1,158	\$0.26
OAP	-	-	\$0	\$0	-	-	-
Total	181	\$68,800,000	\$2,159,231	\$177,085			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

²Assessments on (1) 60 Ft Lot and the OAP have prepaid their Assessment in full.

³Represents average Annual Installment excluding first year amount paid from capitalized interest.

Table D-E.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #3 relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-E.1 and Neighborhood Improvement Area #3's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-E.3
Original Assessment Allocation (Combined) – NIA #3

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	80	\$28,000,000	\$1,306,668	\$110,417	\$16,333	\$1,380	\$0.39
60 Ft	94	\$37,600,000	\$1,754,668	\$148,274	\$18,667	\$1,577	\$0.39
70 Ft	8	\$3,600,000	\$168,000	\$14,196	\$21,000	\$1,775	\$0.39
OAP	-	-	\$32,620	\$2,756	-	-	-
Total	182	\$69,200,000	\$3,261,955	\$275,644			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-E.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #3 relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-E.2 and Neighborhood Improvement Area #3's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-E.4
Outstanding Assessment Allocation (Combined) – NIA #3

Lot Size ⁽¹⁾	Units/SF ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	80	\$28,000,000	\$1,235,986	\$108,275	\$15,450	\$1,353	\$0.39
60 Ft	93	\$37,200,000	\$1,642,096	\$143,851	\$17,657	\$1,547	\$0.39
70 Ft	8	\$3,600,000	\$158,913	\$13,921	\$19,864	\$1,740	\$0.39
OAP	-	-	\$0	\$0	-	-	-
Total	181	\$68,800,000	\$3,036,994	\$266,047			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

²Assessments on (1) 60 Ft Lots and the OAP have prepaid their Assessment in full.

F) Allocation of Assessments to Lots within Neighborhood Improvement Area #4

Table D-F.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #4 Bonds for each Lot Type within Neighborhood Improvement Area #4.

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Table D-F.1
Original Assessment Allocation – NIA #4

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	156	\$70,200,000	\$2,783,628	\$193,375	\$17,844	\$1,240	\$0.28
60 Ft	100	\$50,000,000	\$1,982,641	\$137,732	\$19,826	\$1,377	\$0.28
70 Ft	20	\$11,000,000	\$436,181	\$30,301	\$21,809	\$1,515	\$0.28
OAP	-	-	\$52,550	\$3,651	-	-	-
Total	276	\$131,200,000	\$5,255,000	\$365,059			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-F.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #4 Bonds for each Lot Type within Neighborhood Improvement Area #4.

Table D-F.2
Outstanding Assessment Allocation – NIA #4

Lot Size ⁽¹⁾	Units/SF ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	156	\$70,200,000	\$2,738,683	\$190,403	\$17,556	\$1,221	\$0.27
60 Ft	100	\$50,000,000	\$1,950,629	\$135,615	\$19,506	\$1,356	\$0.27
70 Ft	20	\$11,000,000	\$429,138	\$29,835	\$21,457	\$1,492	\$0.27
OAP	-	-	\$0	\$0	-	-	-
Total	276	\$131,200,000	\$5,118,450	\$355,853			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

²Assessments on the OAP have prepaid their Assessment in full.

Table D-F.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #4 relating to the Neighborhood Improvement Area #4 Bonds as shown in Table D-F.1 and Neighborhood Improvement Area #4's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-F.3
Original Assessment Allocation (Combined) – NIA #4

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	156	\$70,200,000	\$3,774,834	\$286,383	\$24,198	\$1,836	\$0.41
60 Ft	100	\$50,000,000	\$2,688,628	\$203,976	\$26,886	\$2,040	\$0.41
70 Ft	20	\$11,000,000	\$591,498	\$44,875	\$29,575	\$2,244	\$0.41
OAP	-		\$71,262	\$5,406	-	-	-
Total	276	\$131,200,000	\$7,126,222	\$540,640			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-F.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #4 relating to the Neighborhood Improvement Area #4 Bonds as shown in Table D-F.2 and Neighborhood Improvement Area #4's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-F.4
Outstanding Assessment Allocation (Combined) – NIA #4

Lot Size ⁽¹⁾	Units/SF ⁽²⁾	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	156	\$70,200,000	\$3,634,308	\$281,176	\$23,297	\$1,802	\$0.40
60 Ft	100	\$50,000,000	\$2,588,538	\$200,268	\$25,885	\$2,003	\$0.40
70 Ft	20	\$11,000,000	\$569,478	\$44,059	\$28,474	\$2,203	\$0.40
OAP	-	-	\$0	\$0	-	-	-
Total	276	\$131,200,000	\$6,792,324	\$525,502			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.

¹70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

²Assessments on the OAP have prepaid their Assessment in full.

G) Allocation of Assessments to Lots within Neighborhood Improvement Area #5

Table D-G.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #5 Bonds for each Lot Type within Neighborhood Improvement Area #5.

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Table D-G.1
Original Assessment Allocation – NIA #5

Lot Size	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	139	\$90,350,000	\$4,031,611	\$316,466	\$29,004	\$2,277	\$0.35
60 Ft	68	\$53,040,000	\$2,366,759	\$185,781	\$34,805	\$2,732	\$0.35
OAP	-		\$64,630	\$5,073	-	-	-
Total	207	\$143,390,000	\$6,463,000	\$507,320			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-G.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #5 Bonds for each Lot Type within Neighborhood Improvement Area #5.

Table D-G.2
Outstanding Assessment Allocation – NIA #5

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	139	\$90,350,000	\$4,031,611	\$316,466	\$29,004	\$2,277	\$0.35
60 Ft	68	\$53,040,000	\$2,366,759	\$185,781	\$34,805	\$2,732	\$0.35
OAP	-	-	\$64,630	\$5,073	-	-	-
Total	207	\$143,390,000	\$6,463,000	\$507,320			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-G.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #5 relating to the Neighborhood Improvement Area #5 Bonds as shown in Table D-G.1 and Neighborhood Improvement Area #5's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-G.3
Original Assessment Allocation (Combined) – NIA #5

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	139	\$90,350,000	\$5,130,692	\$419,595	\$36,911	\$3,019	\$0.48
60 Ft	68	\$53,040,000	\$3,086,865	\$253,351	\$45,395	\$3,726	\$0.48
OAP	-	-	\$83,006	\$6,797	-	-	-
Total	207	\$143,390,000	\$8,300,563	\$679,743			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-G.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #5 relating to the Neighborhood Improvement Area #5 Bonds as shown in Table D-G.2 and Neighborhood Improvement Area #5's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-G.4
Outstanding Assessment Allocation (Combined) – NIA #5

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	139	\$90,350,000	\$5,184,313	\$433,294	\$37,297	\$3,117	\$0.50
60 Ft	68	\$53,040,000	\$3,043,453	\$254,365	\$44,757	\$3,741	\$0.48
OAP	-	-	\$64,630	\$5,073	-	-	-
Total	207	\$143,390,000	\$8,292,396	\$692,732			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

H) Allocation of Assessments to Lots within Neighborhood Improvement Area #6

Table D-H.1 sets forth the estimated Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation for each Lot Type within Neighborhood Improvement Area #6.

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Table D-H.1
Estimated Assessment Allocation – NIA #6

Lot Size	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	100	\$65,000,000	\$2,757,150	\$250,963	\$27,572	\$2,510	\$0.39
OAP	-	-	\$27,850	\$2,535	-	-	-
Total	100	\$65,000,000	\$2,785,000	\$253,498			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-H.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation for each Lot Type within Neighborhood Improvement Area #6.

Table D-H.2
Outstanding Assessment Allocation – NIA #6

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	100	\$65,000,000	\$2,757,150	\$250,963	\$27,572	\$2,510	\$0.39
OAP	-	-	\$27,850	\$2,535	-	-	-
Total	100	\$65,000,000	\$2,785,000	\$253,498			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-H.3 sets forth the combined estimated Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #6 relating to the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation as shown in Table D-H.1 and Neighborhood Improvement Area #6's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-H.3
Estimated Assessment Allocation (Combined) – NIA #6

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	100	\$65,000,000	\$2,757,150	\$337,081	\$36,749	\$3,371	\$0.52
OAP	-	-	\$27,850	\$3,405	-	-	-
Total	100	\$65,000,000	\$2,785,000	\$340,486			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-H.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #6 relating to the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation as shown in Table D-H.2 and Neighborhood Improvement Area #6's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-H.4
Outstanding Assessment Allocation (Combined) – NIA #6

Lot Size ⁽¹⁾	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
50 Ft	100	\$65,000,000	\$3,586,432	\$335,012	\$35,864	\$3,350	\$0.52
OAP	-	-	\$27,850	\$2,535	-	-	-
Total	100	\$65,000,000	\$3,614,282	\$337,547			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

APPENDIX E
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix E

Major Improvement Area Assessment Roll

**Parcel
Assessment**

**All Parce
\$8,040,00**

Year ¹	Principal	Interest	CCMI ²	Administrative Expenses ³	Prepayment Reserve and Delinquency Reserve	Capitalized Interest/Other Credits	Total Annual Installment
9/1/2016	\$0	\$417,075	\$0	\$30,000	\$0	(\$417,075)	\$30,000
9/1/2017	\$0	\$603,000	\$50,199	\$30,600	\$68,005	(\$603,000)	\$148,804
9/1/2018	\$80,000	\$603,000	\$95,348	\$29,067	\$40,200	(\$20,336)	\$827,279
9/1/2019	\$85,000	\$597,000	\$114,986	\$23,836	\$39,800	(\$14,849)	\$845,767
9/1/2020	\$95,000	\$590,625	\$133,381	\$28,600	\$39,375	(\$174,381)	\$712,600
9/1/2021	\$112,818	\$583,500	\$0	\$32,000	\$38,900	(\$55,614)	\$711,604
9/1/2022	\$188,010	\$576,000	\$0	\$32,000	\$38,368	(\$4,650)	\$829,728
9/1/2023	\$115,000	\$568,125	\$0	\$34,400	\$37,811	\$0	\$755,336
9/1/2024	\$125,000	\$552,313	\$0	\$35,150	\$36,821	\$0	\$749,284
9/1/2025	\$135,000	\$542,938	\$0	\$35,853	\$36,196	\$0	\$749,987
9/1/2026	\$145,000	\$532,813	\$0	\$36,570	\$35,521	\$0	\$749,904
9/1/2027	\$155,000	\$521,938	\$0	\$37,301	\$34,796	\$0	\$749,035
9/1/2028	\$195,000	\$510,313	\$0	\$38,047	\$34,021	\$0	\$777,381
9/1/2029	\$215,000	\$495,688	\$0	\$38,808	\$33,046	\$0	\$782,542
9/1/2030	\$230,000	\$479,563	\$0	\$39,584	\$0	\$0	\$749,147
9/1/2031	\$245,000	\$462,313	\$0	\$40,376	\$0	\$0	\$747,689
9/1/2032	\$265,000	\$443,938	\$0	\$41,184	\$0	\$0	\$750,122
9/1/2033	\$280,000	\$424,063	\$0	\$42,007	\$0	\$0	\$746,070
9/1/2034	\$300,000	\$403,063	\$0	\$42,847	\$0	\$0	\$745,910
9/1/2035	\$325,000	\$380,563	\$0	\$43,704	\$0	\$0	\$749,267
9/1/2036	\$345,000	\$356,188	\$0	\$44,578	\$0	\$0	\$745,766
9/1/2037	\$370,000	\$330,313	\$0	\$45,470	\$0	\$0	\$745,783
9/1/2038	\$400,000	\$302,563	\$0	\$46,379	\$0	\$0	\$748,942
9/1/2039	\$425,000	\$272,563	\$0	\$47,307	\$0	\$0	\$744,872
9/1/2040	\$460,000	\$240,688	\$0	\$48,253	\$0	\$0	\$748,941
9/1/2041	\$490,000	\$206,188	\$0	\$49,218	\$0	\$0	\$745,406
9/1/2042	\$530,000	\$169,438	\$0	\$50,203	\$0	\$0	\$749,641
9/1/2043	\$565,000	\$129,688	\$0	\$51,207	\$0	\$0	\$745,896
9/1/2044	\$610,000	\$87,313	\$0	\$52,231	\$0	\$0	\$749,544
9/1/2045	\$554,172	\$41,563	\$0	\$53,275	\$0	\$0	\$649,010
Total	\$8,040,000	\$12,424,334	\$393,914	\$1,200,056	\$512,859	(\$1,289,905)	\$21,281,267

1 – The 9/1/XX dates represent the assessment (bond) year end for the Major Improvement Area Bonds.

2 – Represents principal and interest on the City Contributed Major Improvements. The CCMI requirements were met, and payment concluded in 2019.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4 - Annual Installments are calculated using a 7.50% interest rate on the Major Improvement Area Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

APPENDIX F
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

Appendix F

Neighborhood Improvement Area #1 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
293
\$5,790,000**

Year ¹	Principal	Interest	CCMI ²	Administrative Expenses ³	Prepayment Reserve and Delinquency Reserve	Capitalized Interest/Other Credits	Total Annual Installmen
9/1/2016	\$0	\$250,297	\$0	\$0	\$0	(\$250,297)	\$
9/1/2017	\$0	\$361,875	\$14,994	\$30,600	\$68,005	(\$106,951)	\$368,52
9/1/2018	\$91,436	\$361,875	\$29,229	\$20,933	\$40,200	\$0	\$543,67
9/1/2019	\$135,092	\$357,188	\$35,250	\$31,836	\$39,800	\$0	\$599,16
9/1/2020	\$142,552	\$352,188	\$40,356	\$31,600	\$39,375	(\$24,000)	\$582,07
9/1/2021	\$98,393	\$342,969	\$0	\$36,000	\$38,900	(\$33,695)	\$482,56
9/1/2022	\$170,705	\$332,500	\$0	\$36,000	\$38,368	(\$2,984)	\$574,58
9/1/2023	\$100,000	\$325,625	\$0	\$34,400	\$37,811	\$0	\$497,83
9/1/2024	\$105,000	\$315,739	\$0	\$35,150	\$36,821	\$0	\$492,70
9/1/2025	\$110,000	\$309,176	\$0	\$35,853	\$36,196	\$0	\$491,22
9/1/2026	\$115,000	\$302,301	\$0	\$36,570	\$35,521	\$0	\$489,39
9/1/2027	\$120,000	\$295,114	\$0	\$37,301	\$34,796	\$0	\$487,21
9/1/2028	\$155,000	\$287,614	\$0	\$38,047	\$34,021	\$0	\$514,68
9/1/2029	\$160,000	\$277,926	\$0	\$38,808	\$33,046	\$0	\$509,78
9/1/2030	\$170,000	\$267,926	\$0	\$39,584	\$0	\$0	\$477,51
9/1/2031	\$180,000	\$257,301	\$0	\$40,376	\$0	\$0	\$477,67
9/1/2032	\$190,000	\$246,051	\$0	\$41,184	\$0	\$0	\$477,23
9/1/2033	\$205,000	\$234,176	\$0	\$42,007	\$0	\$0	\$481,18
9/1/2034	\$215,000	\$221,364	\$0	\$42,847	\$0	\$0	\$479,21
9/1/2035	\$230,000	\$207,926	\$0	\$43,704	\$0	\$0	\$481,63
9/1/2036	\$245,000	\$193,551	\$0	\$44,578	\$0	\$0	\$483,13
9/1/2037	\$260,000	\$178,239	\$0	\$45,470	\$0	\$0	\$483,70
9/1/2038	\$275,000	\$161,989	\$0	\$46,379	\$0	\$0	\$483,36
9/1/2039	\$290,000	\$144,801	\$0	\$47,307	\$0	\$0	\$482,10
9/1/2040	\$305,000	\$126,676	\$0	\$48,253	\$0	\$0	\$479,92
9/1/2041	\$325,000	\$107,614	\$0	\$49,218	\$0	\$0	\$481,83
9/1/2042	\$340,000	\$87,301	\$0	\$50,203	\$0	\$0	\$477,50
9/1/2043	\$360,000	\$66,051	\$0	\$51,207	\$0	\$0	\$477,25
9/1/2044	\$385,000	\$43,551	\$0	\$52,231	\$0	\$0	\$480,78
9/1/2045	\$311,822	\$19,489	\$0	\$53,275	\$0	\$0	\$384,58
	\$5,790,000	\$7,036,396	\$119,829	\$1,180,922	\$512,859	(\$417,927)	\$14,222,07

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Area #1 Bonds.

2 – Represents principal and interest on the City Contributed Major Improvements. The CCMI requirements were met and payment concluded in 2019.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4 - Annual Installments are calculated using a 6.250% interest rate on the Neighborhood Improvement Area #1 Bonds plus the Additional Interest plus Administrative Expenses.

5 – Principal payment in 2021 includes prepayments and redemptions.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

APPENDIX G
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix G

Neighborhood Improvement Area #2 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
99
\$945,000**

Year¹	Principal	Interest	Administrative Expenses²	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment³
9/1/2020	\$25,000	\$54,322	\$13,337	\$0	\$0	\$92,659
9/1/2021	\$43,014	\$52,900	\$21,000	\$0	\$0	\$71,704
9/1/2022 ⁴	\$28,770	\$33,174	\$15,000	\$4,385	\$0	\$81,329
9/1/2023	\$20,000	\$32,670	\$15,600	\$4,285	\$0	\$72,555
9/1/2024	\$20,000	\$31,826	\$15,929	\$4,141	\$0	\$71,896
9/1/2025	\$20,000	\$31,285	\$15,918	\$4,041	\$0	\$71,244
9/1/2026	\$20,000	\$30,785	\$16,236	\$3,941	\$0	\$70,962
9/1/2027	\$20,000	\$30,160	\$16,561	\$3,841	\$0	\$70,562
9/1/2028	\$15,000	\$29,535	\$16,892	\$3,741	\$0	\$65,168
9/1/2029	\$15,000	\$29,066	\$17,230	\$3,666	\$0	\$64,963
9/1/2030	\$15,000	\$28,597	\$17,575	\$3,591	\$0	\$64,763
9/1/2031	\$20,000	\$28,129	\$17,926	\$3,516	\$0	\$69,571
9/1/2032	\$20,000	\$27,329	\$18,285	\$3,416	\$0	\$69,030
9/1/2033	\$20,000	\$26,529	\$18,651	\$3,316	\$0	\$68,495
9/1/2034	\$20,000	\$25,729	\$19,024	\$0	\$0	\$64,752
9/1/2035	\$20,000	\$24,929	\$19,404	\$0	\$0	\$64,333
9/1/2036	\$20,000	\$24,129	\$19,792	\$0	\$0	\$63,921
9/1/2037	\$20,000	\$23,329	\$20,188	\$0	\$0	\$63,517
9/1/2038	\$20,000	\$22,529	\$20,592	\$0	\$0	\$63,120
9/1/2039	\$25,000	\$21,729	\$21,004	\$0	\$0	\$67,732
9/1/2040	\$25,000	\$20,729	\$21,424	\$0	\$0	\$67,152
9/1/2041	\$25,000	\$19,729	\$21,852	\$0	\$0	\$66,581
9/1/2042	\$25,000	\$18,729	\$22,289	\$0	\$0	\$66,018
9/1/2043	\$25,000	\$17,729	\$22,735	\$0	\$0	\$65,464
9/1/2044	\$25,000	\$16,729	\$23,190	\$0	\$0	\$64,918
9/1/2045	\$30,000	\$15,729	\$23,653	\$0	\$0	\$69,382
9/1/2046	\$90,000	\$14,529	\$24,127	\$0	\$0	\$128,655
9/1/2047	\$95,000	\$10,929	\$24,609	\$0	\$0	\$130,538
9/1/2048	\$100,000	\$7,129	\$25,101	\$0	\$0	\$132,230
9/1/2049	\$78,216	\$3,129	\$25,603	\$0	\$0	\$106,948
Total	\$945,000	\$753,764	\$590,728	\$45,881	\$0	\$2,290,163

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Areas #2-3 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 2.50% interest rate for years 2021-2025, 3.125% interest rate for years 2026-2030, and 4.0% thereafter on the Neighborhood Improvement Areas #2-3 Bonds plus the Additional Interest plus Administrative Expenses.

4 – Principal payment in 2022 includes prepayments and redemptions.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

APPENDIX H
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

Appendix H

Neighborhood Improvement Area #3 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
182
\$2,275,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment ³
9/1/2021	\$0	\$79,814	\$0	\$0	(\$79,814)	\$0
9/1/2022	\$53,019	\$86,806	\$22,000	\$11,375	\$0	\$173,200
9/1/2023	\$62,750	\$85,806	\$26,000	\$11,175	\$0	\$185,731
9/1/2024	\$40,000	\$83,424	\$26,481	\$10,796	\$0	\$160,701
9/1/2025	\$40,000	\$82,375	\$26,530	\$10,596	\$0	\$159,502
9/1/2026	\$40,000	\$81,375	\$27,061	\$10,396	\$0	\$158,832
9/1/2027	\$45,000	\$80,125	\$27,602	\$10,196	\$0	\$162,924
9/1/2028	\$40,000	\$78,719	\$28,154	\$9,971	\$0	\$156,844
9/1/2029	\$40,000	\$77,469	\$28,717	\$9,771	\$0	\$155,958
9/1/2030	\$40,000	\$76,219	\$29,291	\$9,571	\$0	\$155,082
9/1/2031	\$40,000	\$74,969	\$29,877	\$9,371	\$0	\$154,218
9/1/2032	\$45,000	\$73,369	\$30,475	\$9,171	\$0	\$158,015
9/1/2033	\$45,000	\$71,569	\$31,084	\$8,946	\$0	\$156,600
9/1/2034	\$45,000	\$69,769	\$31,706	\$0	\$0	\$146,475
9/1/2035	\$50,000	\$67,969	\$32,340	\$0	\$0	\$150,309
9/1/2036	\$50,000	\$65,969	\$32,987	\$0	\$0	\$148,956
9/1/2037	\$50,000	\$63,969	\$33,647	\$0	\$0	\$147,616
9/1/2038	\$55,000	\$61,969	\$34,320	\$0	\$0	\$151,289
9/1/2039	\$55,000	\$59,769	\$35,006	\$0	\$0	\$149,775
9/1/2040	\$60,000	\$57,569	\$35,706	\$0	\$0	\$153,275
9/1/2041	\$60,000	\$55,169	\$36,420	\$0	\$0	\$151,590
9/1/2042	\$65,000	\$52,769	\$37,149	\$0	\$0	\$154,918
9/1/2043	\$65,000	\$50,169	\$37,892	\$0	\$0	\$153,061
9/1/2044	\$70,000	\$47,569	\$38,649	\$0	\$0	\$156,219
9/1/2045	\$70,000	\$44,769	\$39,422	\$0	\$0	\$154,192
9/1/2046	\$200,000	\$41,969	\$40,211	\$0	\$0	\$282,180
9/1/2047	\$210,000	\$33,969	\$41,015	\$0	\$0	\$284,984
9/1/2048	\$215,000	\$25,569	\$41,835	\$0	\$0	\$282,405
9/1/2049	\$225,000	\$16,969	\$42,672	\$0	\$0	\$284,641
9/1/2050	\$199,231	\$7,969	\$43,526	\$0	\$0	\$250,726
Total	\$2,275,000	\$1,855,919	\$967,777	\$121,336	(\$79,814)	\$5,140,218

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Areas #2-3 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 2.50% interest rate for years 2021-2025, 3.125% interest rate for years 2026-2030, and 4.0% thereafter on the Neighborhood Improvement Areas #2-3 Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

APPENDIX I
NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

Appendix I

Neighborhood Improvement Area #4 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
276
\$5,255,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment ³
9/1/2022	\$52,550	\$166,580	\$0	\$0	(\$166,580)	\$52,550
9/1/2023	\$84,000	\$190,106	\$25,500	\$26,275	\$0	\$325,881
9/1/2024	\$86,000	\$188,006	\$26,010	\$25,592	\$0	\$325,608
9/1/2025	\$88,000	\$185,856	\$26,530	\$25,162	\$0	\$325,548
9/1/2026	\$90,000	\$183,656	\$27,061	\$24,722	\$0	\$325,439
9/1/2027	\$92,000	\$181,406	\$27,602	\$24,272	\$0	\$325,280
9/1/2028	\$95,000	\$178,646	\$28,154	\$23,812	\$0	\$325,612
9/1/2029	\$98,000	\$175,796	\$28,717	\$23,337	\$0	\$325,850
9/1/2030	\$101,000	\$172,856	\$29,291	\$0	\$0	\$303,147
9/1/2031	\$105,000	\$169,826	\$29,877	\$0	\$0	\$304,703
9/1/2032	\$107,000	\$166,676	\$30,475	\$0	\$0	\$304,150
9/1/2033	\$112,000	\$163,064	\$31,084	\$0	\$0	\$306,149
9/1/2034	\$116,000	\$159,284	\$31,706	\$0	\$0	\$306,990
9/1/2035	\$118,000	\$155,369	\$32,340	\$0	\$0	\$305,709
9/1/2036	\$123,000	\$151,387	\$32,987	\$0	\$0	\$307,374
9/1/2037	\$128,000	\$147,236	\$33,647	\$0	\$0	\$308,882
9/1/2038	\$131,000	\$142,916	\$34,320	\$0	\$0	\$308,235
9/1/2039	\$137,000	\$138,494	\$35,006	\$0	\$0	\$310,500
9/1/2040	\$140,000	\$133,871	\$35,706	\$0	\$0	\$309,577
9/1/2041	\$146,000	\$129,146	\$36,420	\$0	\$0	\$311,566
9/1/2042	\$150,000	\$124,218	\$37,149	\$0	\$0	\$311,367
9/1/2043	\$157,000	\$118,218	\$37,892	\$0	\$0	\$313,110
9/1/2044	\$162,000	\$111,938	\$38,649	\$0	\$0	\$312,587
9/1/2045	\$170,000	\$105,458	\$39,422	\$0	\$0	\$314,880
9/1/2046	\$380,000	\$98,658	\$40,211	\$0	\$0	\$518,869
9/1/2047	\$395,000	\$83,458	\$41,015	\$0	\$0	\$519,473
9/1/2048	\$411,000	\$67,658	\$41,835	\$0	\$0	\$520,493
9/1/2049	\$427,000	\$51,218	\$42,672	\$0	\$0	\$520,890
9/1/2050	\$444,000	\$34,138	\$43,526	\$0	\$0	\$521,664
9/1/2051	\$409,450	\$16,378	\$44,396	\$0	\$0	\$470,224
Total	\$5,255,000	\$4,091,511	\$989,202	\$173,174	(\$166,580)	\$10,342,306

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Area #4 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using an interest rate of 2.50% in years 1 through 5 (2022-2026), 3.0% in years 6 through 10 (2027-2031), 3.375% in years 11 through 20 (2032-2041), and 4.0% in years 21 through 30 (2042-2051) on the Neighborhood Improvement Area #4 Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

APPENDIX J
NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

Appendix J

Neighborhood Improvement Area #5 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
207
\$6,463,000**

Year ¹	Principal ²	Interest ²	Administrative Expenses ³	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment
9/1/2023	\$0	\$320,611	\$0	\$0	(\$320,611)	\$0
9/1/2024	\$80,000	\$354,049	\$40,800	\$32,315	\$0	\$507,164
9/1/2025	\$83,000	\$350,449	\$41,616	\$31,915	\$0	\$506,980
9/1/2026	\$86,000	\$346,714	\$42,448	\$31,500	\$0	\$506,662
9/1/2027	\$90,000	\$342,844	\$43,297	\$31,070	\$0	\$507,211
9/1/2028	\$93,000	\$338,794	\$44,163	\$30,620	\$0	\$506,577
9/1/2029	\$97,000	\$334,260	\$45,046	\$30,155	\$0	\$506,461
9/1/2030	\$102,000	\$329,531	\$45,947	\$29,670	\$0	\$507,149
9/1/2031	\$107,000	\$324,559	\$46,866	\$29,160	\$0	\$507,585
9/1/2032	\$111,000	\$319,343	\$47,804	\$28,625	\$0	\$506,771
9/1/2033	\$117,000	\$313,931	\$48,760	\$28,070	\$0	\$507,761
9/1/2034	\$123,000	\$307,496	\$49,735	\$27,485	\$0	\$507,716
9/1/2035	\$129,000	\$300,731	\$50,730	\$26,870	\$0	\$507,331
9/1/2036	\$136,000	\$293,636	\$51,744	\$26,225	\$0	\$507,606
9/1/2037	\$143,000	\$286,156	\$52,779	\$25,545	\$0	\$507,480
9/1/2038	\$150,000	\$278,291	\$53,835	\$24,830	\$0	\$506,956
9/1/2039	\$159,000	\$270,041	\$54,911	\$24,080	\$0	\$508,033
9/1/2040	\$167,000	\$261,296	\$56,010	\$23,285	\$0	\$507,591
9/1/2041	\$176,000	\$252,111	\$57,130	\$22,450	\$0	\$507,691
9/1/2042	\$185,000	\$242,431	\$58,272	\$21,570	\$0	\$507,274
9/1/2043	\$196,000	\$232,256	\$59,438	\$20,645	\$0	\$508,339
9/1/2044	\$205,000	\$221,231	\$60,627	\$19,665	\$0	\$506,523
9/1/2045	\$218,000	\$209,700	\$61,839	\$18,640	\$0	\$508,179
9/1/2046	\$420,000	\$197,438	\$63,076	\$17,550	\$0	\$698,063
9/1/2047	\$445,000	\$173,813	\$64,337	\$15,450	\$0	\$698,600
9/1/2048	\$471,000	\$148,781	\$65,624	\$13,225	\$0	\$698,630
9/1/2049	\$498,000	\$122,288	\$66,937	\$10,870	\$0	\$698,094
9/1/2050	\$527,000	\$94,275	\$68,275	\$8,380	\$0	\$697,930
9/1/2051	\$558,000	\$64,631	\$69,641	\$5,745	\$0	\$698,017
9/1/2052	\$591,000	\$33,244	\$71,034	\$2,955	\$0	\$698,233
Total	\$6,463,000	\$7,664,931	\$1,582,723	\$658,565	(\$320,611)	\$16,048,608

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Area #5 Bonds.

2 – Principal and interest amounts are calculated using an interest rate of 4.50% in years 1 through 5 (2023-2027), 4.875% in years 6 through 10 (2028-2032), 5.50% in years 11 through 20 (2033-2042), and 5.625% in years 21 through 30 (2043-2052) on the Neighborhood Improvement Area #5 Bonds.

3 – Administrative 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 funded with bond proceeds.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

APPENDIX K
PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL

Appendix K

Proposed Neighborhood Improvement Area #6 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
100
\$2,785,000**

Year¹	Principal²	Interest²	Administrative Expenses³	Total Annual Installment
1	\$18,000	\$165,708	\$70,000	\$253,708
2	\$17,000	\$164,637	\$71,400	\$253,037
3	\$17,000	\$163,625	\$72,828	\$253,453
4	\$16,000	\$162,614	\$74,285	\$252,898
5	\$16,000	\$161,662	\$75,770	\$253,432
6	\$15,000	\$160,710	\$77,286	\$252,995
7	\$15,000	\$159,817	\$78,831	\$253,648
8	\$14,000	\$158,925	\$80,408	\$253,332
9	\$46,000	\$158,092	\$50,000	\$254,092
10	\$48,000	\$155,355	\$50,025	\$253,380
11	\$51,000	\$152,499	\$50,050	\$253,549
12	\$54,000	\$149,464	\$50,075	\$253,539
13	\$57,000	\$146,251	\$50,100	\$253,351
14	\$61,000	\$142,860	\$50,125	\$253,985
15	\$64,000	\$139,230	\$50,150	\$253,380
16	\$68,000	\$135,422	\$50,175	\$253,597
17	\$72,000	\$131,376	\$50,200	\$253,576
18	\$76,000	\$127,092	\$50,225	\$253,317
19	\$81,000	\$122,570	\$50,251	\$253,821
20	\$86,000	\$117,751	\$50,276	\$254,026
21	\$91,000	\$112,634	\$50,301	\$253,934
22	\$96,000	\$107,219	\$50,326	\$253,545
23	\$101,000	\$101,507	\$50,351	\$252,858
24	\$192,000	\$95,498	\$50,376	\$337,874
25	\$203,000	\$84,074	\$50,402	\$337,475
26	\$215,000	\$71,995	\$50,427	\$337,422
27	\$228,000	\$59,203	\$50,452	\$337,654
28	\$241,000	\$45,637	\$50,477	\$337,114
29	\$255,000	\$31,297	\$50,502	\$336,799
30	\$271,000	\$16,125	\$50,528	\$337,652
Total	\$2,785,000	\$3,700,841	\$1,706,602	\$8,192,443

1 – Represent the assessment year end for the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation.

2 – Principal and interest amounts are calculated using an estimated interest rate of 5.95% on the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation.

3 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP Resolution)

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 August 8, 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 Neighborhood Improvement Area #6 of the Wells South Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Neighborhood Improvement Area #6 Improvements") include road improvements, water improvements, wastewater improvements, storm drainage system improvements, and costs related to the establishment, administration, and operation of the District.

The total costs of the Neighborhood Improvement Area #6 Improvements, including administrative costs and the costs of issuing bonds, is estimated to be \$3,000,529.

The boundaries of the District include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west, 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 Neighborhood Improvement Area #6 of the District will be considered at the public hearing.

A copy of the proposed Neighborhood Improvement Area #6 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Neighborhood Improvement Area #6 of the District that benefits from the Neighborhood Improvement Area #6 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Wells South IA #6 – Pre-SAP 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, Interim City Manager
Date: July 11, 2023
Re: Celina Parvin 101 - Pre-SAP Resolution

Action Requested:

Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Authorized Improvements to be financed within the Parvin Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including a 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 August 8, 2023, to consider an Ordinance levying assessments on property located within the Parvin Public Improvement District. (Celina Parvin 101 – Pre-SAP Resolution) (Pollard)

Background:

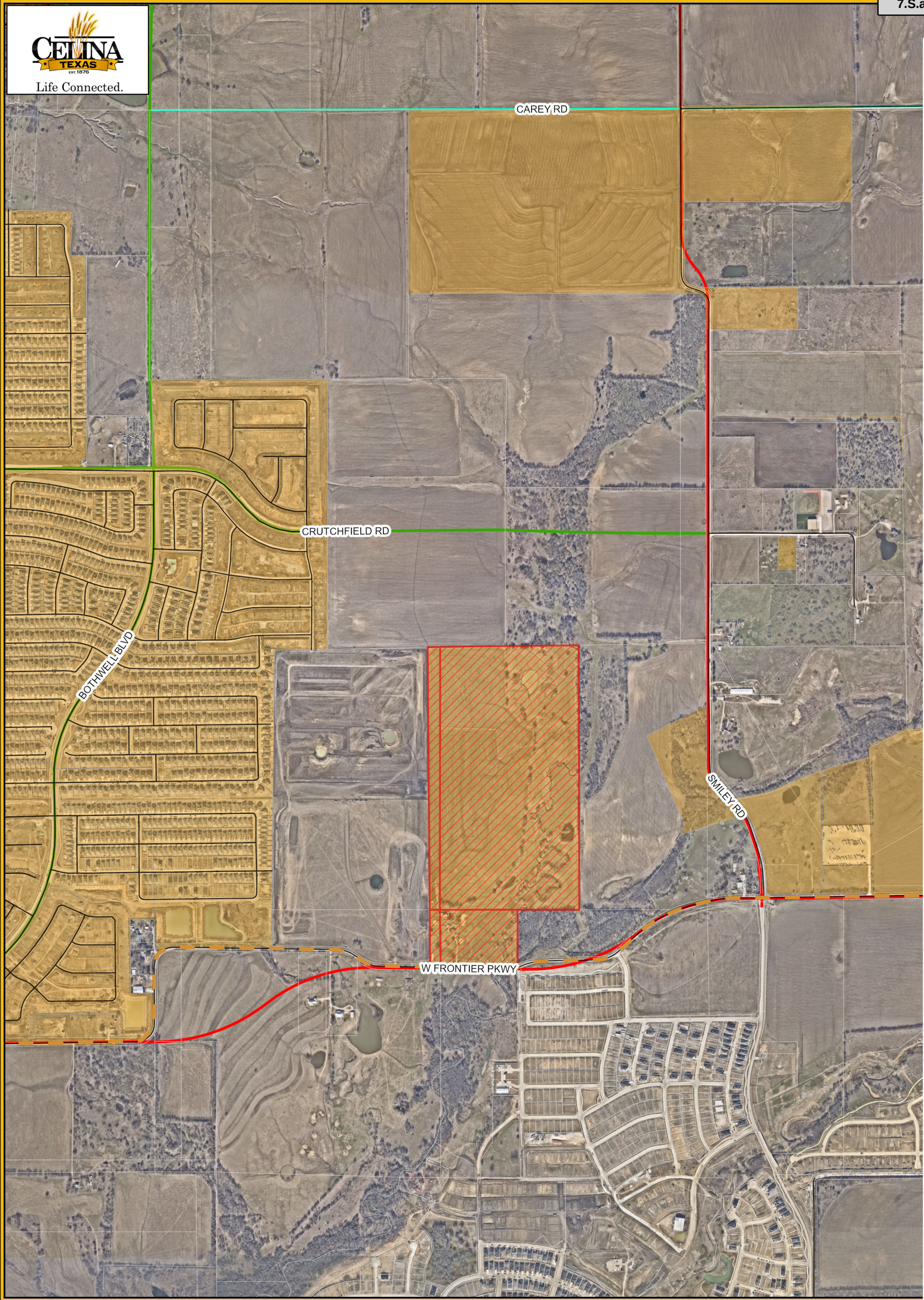
Please refer to the attachments for additional information.

Supporting Documents:

Location Map
Draft Resolution

Staff Recommendation:

Staff recommends approval.



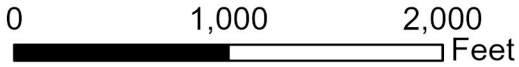
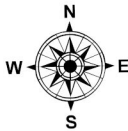
Attachment: Location Map (Celina Parvin 101 – Pre-SAP Resolution)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

**Celina Parvin
Location Map
City of Celina**

2/3/2023



CITY OF CELINA, TEXAS
RESOLUTION NO. 2023-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE PARVIN PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, 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 AUGUST 8, 2023 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE PARVIN PUBLIC IMPROVEMENT DISTRICT; 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 April 11, 2023, 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 extraterritorial jurisdiction of the City; and

WHEREAS, on April 11, 2023, the City Council adopted Resolution No. 2023-32R (the "Authorization Resolution"), authorizing, establishing, and creating the "Parvin Public Improvement District" (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of bonds for the District to finance up to \$30,000,000.00 of certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Parvin Public Improvement District Preliminary Service and Assessment Plan", including a proposed assessment roll attached thereto (the "Preliminary SAP"), relating to certain assessments proposed to be levied against property within the District that benefit from the Authorized Improvements. A copy of the Preliminary 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 costs of the Authorized Improvements, and (v) sets forth the proposed assessment roll for the District (the "Proposed Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized 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 the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary 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 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 and in the part of the extraterritorial jurisdiction of the City in which the District is located or in which the Authorized Improvements are to be undertaken 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 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 SAP.

SECTION 3. The City Council hereby determines that the total costs of the Authorized Improvements to be financed by the District are as set forth in Table IV-A of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Authorized 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 the District that benefits from the Authorized Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary 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 **August 8, 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 the District that benefits from the Authorized 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 **August 8, 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 and in the part of the extraterritorial jurisdiction of the City in which the District is located or in which the Authorized Improvements are to be undertaken, on or before **July 27, 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 **July 27, 2023**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **August 8, 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 **August 8, 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 (Celina Parvin 101 – Pre-SAP Resolution)

ADOPTED, PASSED, AND APPROVED on this the 11th day of July, 2023.

Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

EXHIBIT A
PRELIMINARY SAP

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

PARVIN PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

July 11, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

PARVIN PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS	4
A. INTRODUCTION	4
B. DEFINITIONS	5
II. PROPERTY INCLUDED IN THE PID	10
A. PROPERTY INCLUDED IN THE PID	10
III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS.....	11
A. AUTHORIZED IMPROVEMENT OVERVIEW	11
B. DESCRIPTIONS OF THE AUTHORIZED IMPROVEMENTS	12
IV. SERVICE PLAN	15
A. PROJECTED SOURCES AND USES OF FUNDS	15
B. PROJECTED FIVE -YEAR SERVICE AND ASSESSMENT PLAN.....	16
C. PID ASSESSMENT NOTICE.....	17
V. ASSESSMENT PLAN.....	18
A. INTRODUCTION	18
B. SPECIAL BENEFIT.....	19
C. ASSESSMENT METHODOLOGY.....	20
D. ASSESSMENTS	21
E. ADMINISTRATIVE EXPENSES	21
F. ADDITIONAL INTEREST RESERVE	21
VI. TERMS OF THE ASSESSMENTS.....	23
A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID	23
B. REALLOCATION OF ASSESSMENTS	23
C. MANDATORY PREPAYMENT OF ASSESSMENTS	24
D. REDUCTION OF ASSESSMENTS.....	24
E. PAYMENT OF ASSESSMENTS	25
F. COLLECTION OF ANNUAL INSTALLMENTS	26
G. SURPLUS FUNDS REMAINING IN THE PID BOND ACCOUNT	27
VII. THE ASSESSMENT ROLL.....	28
A. ASSESSMENT ROLL	28
B. ANNUAL ASSESSMENT ROLL UPDATES.....	29
VIII. MISCELLANEOUS PROVISIONS	30
A. ADMINISTRATIVE REVIEW	30
B. TERMINATION OF ASSESSMENTS	30
C. AMENDMENTS.....	30
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....	31

E. SEVERABILITY	31
APPENDIX A - PID MAP	
APPENDIX B - BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS	
APPENDIX C - LEGAL DESCRIPTION	
APPENDIX D - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS	
APPENDIX E - PID ASSESSMENT NOTICE	
APPENDIX F - ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS	
APPENDIX G - PROPOSED ASSESSMENT ROLL	

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On April 11, 2023, the City Council of the City of Celina, Texas (the “City”), Texas passed and approved Resolution No. 2023-32R approving and authorizing the creation of the Parvin Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in one phase. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

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 Parvin 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 (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 Roll for the PID is included as Appendix G of this Service and Assessment Plan. The Assessments as shown on the 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. 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 and 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, and 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, 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, permit fees, development fees), insurance premiums and miscellaneous expenses.

Actual Costs may 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.

“Additional Interest Reserve” has the meaning set forth in Section V.F of this Service and Assessment Plan.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs associated with, or incidental 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, maintenance, and operation of the PID and the Authorized Improvements, (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) issuing, 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's reasonable fees and expenses relating to the Bonds, (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 or any costs of issuance associated with 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.

“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 Roll attached hereto as Appendix G, 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, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in the second 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 the Assessment Roll, as the 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. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

“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 the Assessment Roll included in this Service and Assessment Plan as Appendix G 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, including the PID 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 in a payment request in a form that has been reviewed and approved by the City.

“City” means the City of Celina, Texas.

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

“County” means Denton 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 MM Celina Parvin 101, LLC, a Texas limited liability company.

“Development Agreement” means that certain Celina Parvin Development Agreement executed by and between the City and the Developer effective January 12, 2023, and as the same may be amended from time to time.

“Equivalent Units” means, 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.

“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 Association.

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

“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.

“Maximum Assessment Per Equivalent Unit” means an Assessment per Lot of \$47,798.72.

“MSUD” means Mustang Special Utility District, which is anticipated to own and operate the onsite and offsite water and sewer infrastructure that will serve the property.

“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.C.

“Parcel” or **“Parcels”** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton 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 the 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.

“PID Bonds” mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Parvin Public Improvement District Project) that are secured primarily by Assessment Revenues.

“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, the 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.

“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 extraterritorial jurisdiction of the City, and contains approximately 101.60 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 313 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are 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	Quantity	Measurement
Single-Family (50 Ft)	313	Units
Total	313	Units

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. on the following page and shown in the opinion of probable costs included as 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 OF THE AUTHORIZED IMPROVEMENTS

The Authorized Improvements benefit the entire PID. The costs of the Authorized 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.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs 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. To the extent that an Authorized Improvement is oversized or otherwise provides special benefit to property outside of the PID, the costs of such oversizing are not included in this Service and Assessment Plan.

A description of the Authorized Improvements are as follows:

Roadway Improvements:

Onsite:

The onsite roadway portion of the Authorized Improvements consists of subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide access to each Lot within the PID, for the benefit of the Assessed Property. All onsite roadway projects will be designed and constructed in accordance with City standards and specifications, as modified by Development Agreement, and will be owned and operated by the City.

Offsite:

The offsite roadway portion of the Authorized Improvements consists of stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way of the divided entry are included. The street improvements will provide access to each Lot within the PID, for the benefit of the Assessed Property. All offsite roadway projects will be designed and constructed in accordance with City standards and specifications, as modified by Development Agreement, and will be owned and operated by the City. The offsite roadway improvements are being constructed exclusively for the benefit of the Property within the PID.

Water Improvements:

Onsite:

The onsite water distribution system portion of the Authorized Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within the PID, for the benefit of the Assessed Property. All onsite water improvements will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement, and will be owned and operated by MSUD.

Offsite:

The offsite water distribution system portion of the Authorized Improvements trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to connect to existing service lines located east of the District to provide water service to each Lot within the PID, for the benefit of the Assessed Property. All offsite water improvements will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement, and will be owned and operated by MSUD. The offsite water improvements are being constructed exclusively for the benefit of the Property within the PID.

Sanitary Sewer Improvements:

Onsite:

The onsite sanitary improvement portion of the Authorized Improvements include trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to each Lot within the PID, for the benefit of the Assessed Property. All onsite sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement, and will be owned and operated by MSUD.

Offsite:

The offsite sanitary improvement portion of the Authorized Improvements include trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to connect to existing MSUD force main lines to provide wastewater service to each Lot within the PID, for the benefit of the Assessed Property. All offsite sanitary sewer improvements will be designed and constructed in accordance with City standards and

specifications, as modified by the Development Agreement, and will be owned and operated by MSUD. The offsite sanitary improvements are being constructed exclusively for the benefit of the Property within the PID.

Storm Drainage Improvements:

The storm drainage collection system portion of the Authorized Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention, detention areas, and detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Onsite:

The onsite soft and miscellaneous costs consist of costs related to designing, constructing, and installing the Authorized Improvements including engineering fees, legal fees, consulting fees, contingency, other costs associated with financing the Authorized Improvements, and the portion of the costs incurred in the administration and operation of the PID.

Offsite:

The offsite soft and miscellaneous costs consist of costs related to designing, constructing, and installing the Authorized Improvements including engineering fees, consulting fees, and other costs associated with financing the Authorized Improvements.

Table III-A
Budgeted Costs – PID

Authorized Improvements	Onsite	Offsite	Total¹
Roadway improvements	\$4,170,006	\$223,166	\$4,393,172
Water improvements	\$1,690,562	\$232,968	\$1,923,530
Sanitary sewer improvements	\$1,955,896	\$482,250	\$2,438,146
Drainage improvements	\$1,784,100	\$0	\$1,784,100
Soft and miscellaneous costs (including district formation)	\$2,317,847	\$270,925	\$2,588,772
Total Authorized Improvements	\$11,918,411	\$1,209,309	\$13,127,720

¹Costs provided by Barraza Consulting Group, LLC. 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 Authorized Improvements amount does not change.

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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 the Authorized Improvements will be constructed and accepted by the City in the 1st quarter of 2025.

The Budgeted Costs for Authorized Improvements plus costs related to the issuance of the PID Bonds and payment of expenses incurred in the establishment, administration, and operation of the PID are \$17,501,130 as shown in Table IV-A. 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.”

Table IV-A shows the projected sources and uses of funds for the Authorized Improvements.

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Table IV-A
Projected Sources and Uses

Sources of Funds	PID Bonds
Par amount	\$14,961,000
Other funding sources ¹	\$2,540,130
Total Sources	\$17,501,130
Uses of Funds	
<i>Authorized Improvements²:</i>	
Roadway improvements	\$4,393,172
Water improvements	\$1,923,530
Sanitary sewer improvements	\$2,438,146
Drainage improvements	\$1,784,100
Soft and miscellaneous costs (including district formation)	\$2,588,772
<i>Subtotal</i>	<i>\$13,127,720</i>
<i>Estimated Bond Issuance Costs:</i>	
Cost of issuance	\$897,660
Capitalized interest	\$1,795,320
Reserve fund	\$1,176,600
Administrative Expense	\$55,000
Underwriters discount	\$448,830
<i>Subtotal</i>	<i>\$4,373,410</i>
Total Uses	\$17,501,130

¹The other funding sources represent Budgeted Costs of the Authorized Improvements to be paid by the Developer without reimbursement through the PID, which may take the form of a deposit of cash into the Trust Indenture related to the PID Bonds, to be used in accordance with the provisions of the Trust Indenture.

²See Table III-A for details.

B. PROJECTED FIVE -YEAR SERVICE AND ASSESSMENT PLAN

The annual projected costs and annual projected indebtedness are shown in Table IV-B. The annual projected costs and indebtedness are 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-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness¹	Sources other than Assessments²	Projected Annual Installments
2023 ³	\$17,501,130	\$14,961,000	\$2,540,130	\$0
2024 ³	\$0	\$0	\$0	\$154,805
2025 ³	\$0	\$0	\$0	\$156,405
2026	\$0	\$0	\$0	\$1,242,697
2027	\$0	\$0	\$0	\$1,242,207
2028	\$0	\$0	\$0	\$1,242,100
2029	\$0	\$0	\$0	\$1,242,311
Total	\$17,501,130	\$14,961,000	\$2,540,130	\$5,280,525

¹The other funding sources represent Budgeted Costs of the Authorized Improvements to be paid by the Developer without reimbursement from the City.

²Administrative Expenses in year 2023 are being funded with Bond proceeds, and interest on the PID Bonds for years 2024 and 2025 is being funded with capitalized interest.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized 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.

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.

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated as described below:

1. The Actual Costs of the Authorized Improvements 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 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 Budgeted Costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
3. 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.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

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 Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to Parcels in a manner that results in equal shares of the

Actual Costs of the Authorized 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 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;
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 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);
4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. 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 Authorized Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the 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, 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 of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the 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.

D. ASSESSMENTS

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

E. 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 the Assessment Roll, attached as Appendix G, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for the 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 PID Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on

the PID 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 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.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the 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 Assessed Property in an amount sufficient to pay (i) principal and interest on the PID 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 applicable to the Parcel.

B. 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 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.

C. 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 applicable Maximum Assessment Per Equivalent Unit shown 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 applicable Maximum Assessment Per Equivalent 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.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds 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, resulting in excess Bond proceeds being available to redeem Bonds, as the case may be, and such excess proceeds shall be applied to redeem Bonds may be reduced as provided in the Indenture, then the Assessment securing such series of Bonds 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. 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 such excess proceeds shall be applied to redeem Bonds, as the case may be, as provided in the Indenture, 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 including interest on the Bonds (including Additional Interest) 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 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 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 is equal to the outstanding principal amount of the Bonds.

E. 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. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the PID Bonds.

The Assessment Roll sets forth for each year the Annual Installment for each parcel based on an estimated interest rate of 6.00% on the PID Bonds and additional interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll is shown as Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the PID Bonds 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.

F. 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 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, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to February 1, 2025 (subject to any offsets from capitalized interest and any other available funds).

G. SURPLUS FUNDS REMAINING IN THE PID BOND ACCOUNT

If proceeds from the PID Bonds remain after all of the Authorized Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID 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 Authorized Improvements, and other development factors deemed relevant to determine the amount of Assessed Property within the PID.

The Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the \$17,501,130 in special benefit received by the Assessed Property from the Authorized Improvements, the costs of the PID formation, and the PID Bond issuance costs. The par amount of the PID Bonds is \$14,961,000, which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is \$14,961,000 plus, interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$13,127,720
Estimated Bond Issuance Costs:	
Cost of issuance	\$897,660
Capitalized interest	\$1,795,320
Reserve fund	\$1,176,600
Administrative Expense	\$55,000
Underwriters discount	\$448,830
<i>Subtotal</i>	<i>\$4,373,410</i>
Total Special Benefit	\$17,501,130
Special Benefit:	
Total Special Benefit	\$17,501,130
Projected Assessment	\$14,961,000
Excess Benefit	\$2,540,130

¹See Table III-A for details.

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the 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 and 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.E. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of Bonds, if any.

Once the PID Bonds are issued, the Assessment Roll 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 PID Bonds. This update shall reflect the actual interest on the PID 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 PID 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 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 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. Tables in this Service and Assessment Plan may be rounded to the nearest whole number.

E. SEVERABILITY

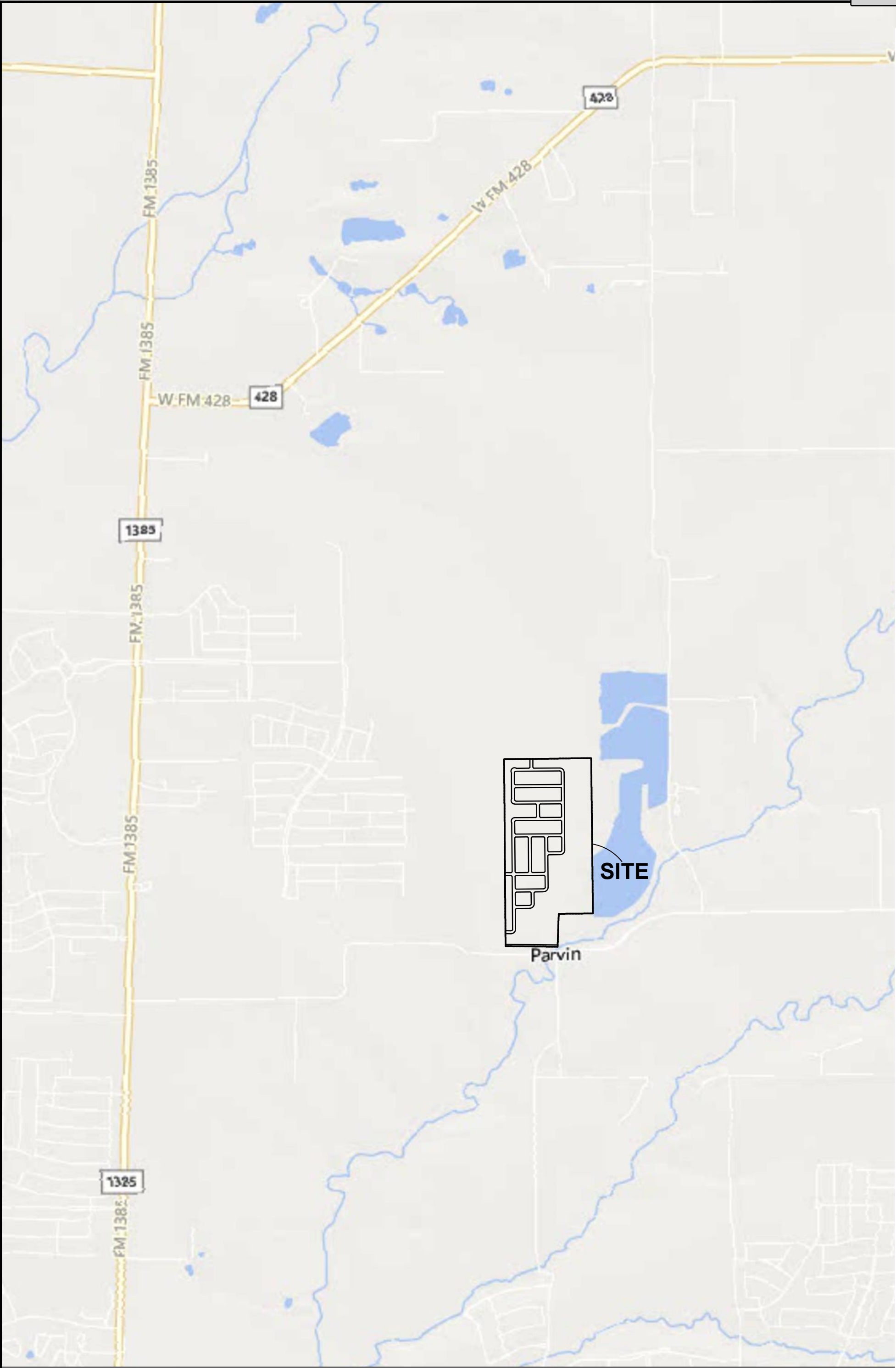
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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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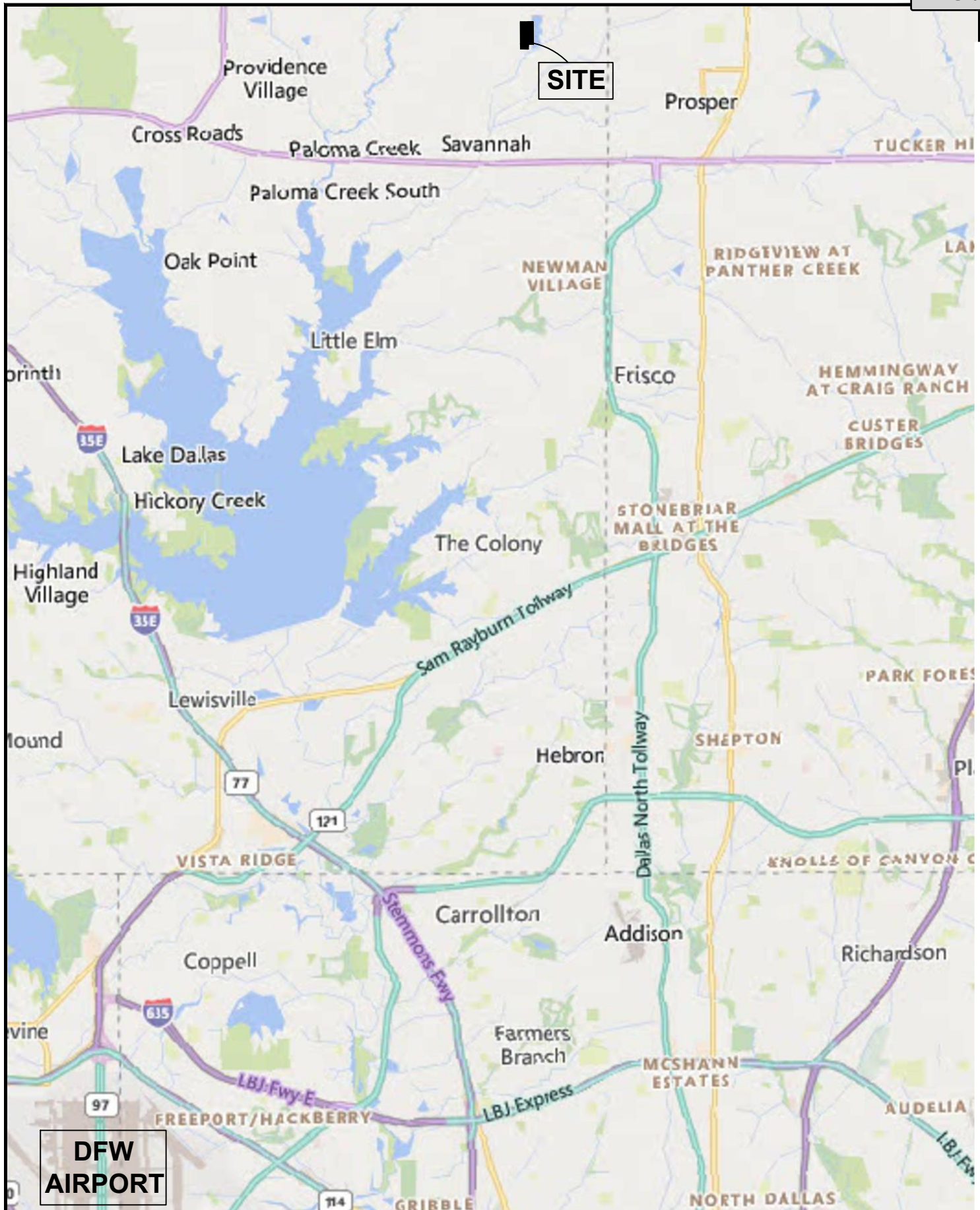
APPENDIX A
PID MAP

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

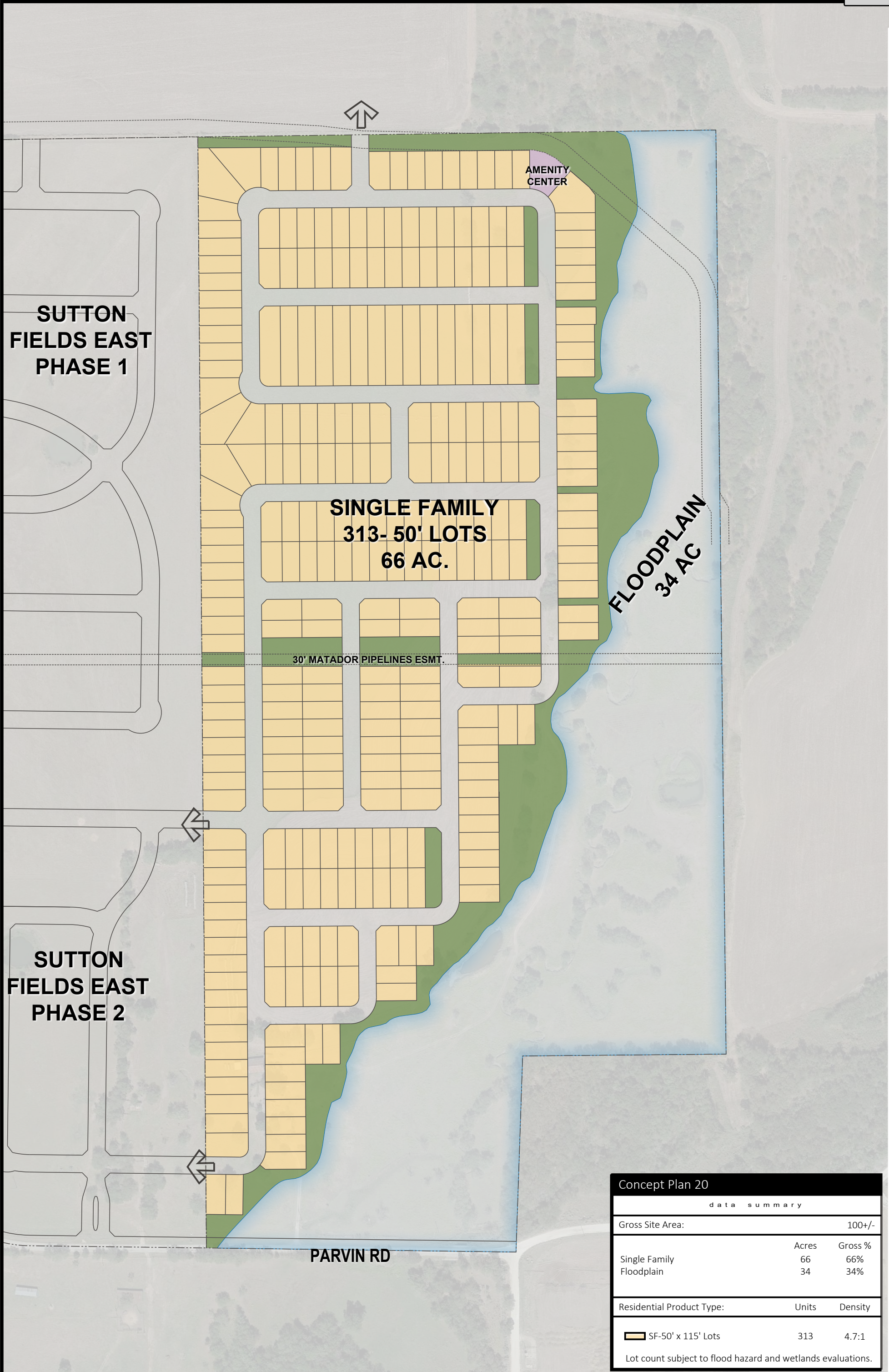


Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

S:\2022\202209-00 - Lily Estates\CAD\EXHIBITS\LilyEstatesLP20 PID Area Map 05032023.dwg May 03,2023 - 10:09 am eskees



Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)



Concept Plan 20		
data summary		
Gross Site Area:		100+/-
Single Family Floodplain	Acres	Gross %
	66	66%
	34	34%
Residential Product Type:		Units Density
SF-50' x 115' Lots		313 4.7:1
Lot count subject to flood hazard and wetlands evaluations.		

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APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

PID: Celina Parvin PID		GROSS ACREAGE:	101.5
COMMUNITY NAME: Lily Creek at Sutton Fields		NET ACREAGE:	66.0
PHASES: Full Development		TOTAL LOTS:	313
CITY OR TOWN: City of Celina		TOTAL DENSITY:	4.74
		LANDPLAN:	LP20
		CREATED BY:	CDH/RAV
		REVIEWED BY:	AB
		CREATED:	12/05/22
		REVISED:	05/23/23
Direct Costs			
	Lot Count	313	Notes:
1 Site Preparation		\$ -	
2 Water System		\$ 1,923,530	
3 Sanitary Sewer System		\$ 2,438,146	
4 Storm Drain System		\$ 1,784,100	
5 Roadway Improvements		\$ 4,393,172	
6 Prof. & Other Soft Cost		\$ 1,913,772	
7 Contingency 10%		\$ -	
8 District Formation/ Legal/ Consulting		\$ 675,000	
	Total	\$ 13,127,721	
	Cost per Lot	\$ 41,942	
Private Costs			
	Lot Count	313	Notes:
1 Site Preparation		\$ 2,614,260	
2 Water System		\$ -	
3 Sanitary Sewer System		\$ -	
4 Storm Drain System		\$ -	
5 Roadway Improvements		\$ -	
6 Retaining Walls		\$ 406,900	
7 Site Fencing		\$ 245,000	Wrought Iron Fencing on Lots Adjacent to Gas Esmt
8 Franchise Utilities & Street Lights		\$ 1,029,000	
9 Park Amenities & Trails		\$ 516,500	Amenitized Open Space Under One 1/2 Acre and 10' Trail
10 Prof. & Other Soft Cost		\$ 704,077	
11 Contingency 10%		\$ 551,574	
12 Amenity Center		\$ -	
	Total	\$ 6,067,311	
	Cost per Lot	\$ 19,384	
TOTALS		\$ 19,195,032	
per lot		\$ 61,326	
THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.			

NOTES¹ Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation² Professional Fees do not include: Tree Survey, Environmental, SWPPP Administration.

PID: Celina Parvin PID
 COMMUNITY NAME: Lily Creek at Sutton Fields
 PHASES: Full Development
 CITY OR TOWN: City of Celina



	LOT (1)	LOT (2)
LOT COUNT:	313	
TYP. LOT WIDTH:	50	
TYP. LOT DEPTH:	115	
TYP. PAD WIDTH:	40	
TYP. PAD DEPTH:	75	
FRONT YARD S/B:	20	
REAR YARD S/B:	20	
SIDE YARD S/B:	5	
CORNER SIDE YARD S/B:	15	

GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/5/2022
REVISED:	5/23/2023

DIRECT ON-SITE IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
GRADING / SITE PREPARATION						
WATER SYSTEMS			\$1,690,562	\$5,401	\$25,615	
SANITARY SEWER			\$1,955,896	\$6,249	\$29,635	
STORM DRAINS			\$1,784,100	\$5,700	\$27,032	
STREET IMPROVEMENT			\$4,170,006	\$13,323	\$63,182	
-	PAVING & SIDEWALK	\$4,128,756		\$13,191	\$62,557	
-	SIGNAGE & STRIPING	\$41,250		\$132	\$625	
ENGINEERING, CONSULTING & FEES			\$1,642,847	\$5,249	\$24,892	
DISTRICT FORMATION/LEGAL/CONSULTING			\$675,000	\$2,157	\$10,227	
TOTAL CONSTRUCTION COST			\$11,918,412	\$38,078	\$170,355	
-	CONTINGENCIES	0%	\$0	\$0	\$0.00	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			\$11,918,412	\$38,078	\$170,355	

DIRECT OFF-SITE IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
OFFSITE WATER			\$232,968	\$744	\$3,530	Connect to existing water in Sutton Fileds East & Phase 2B
OFFSITE SANITARY SEWER			\$482,250	\$1,541	\$7,307	Connect to existing 24" MSUD Sanitary Line
STREET IMPROVEMENTS			\$223,166	\$713	\$3,381	50% of 80' ROW @ 200LF and 100% of 50' ROW at 300LF
ENGINEERING, CONSULTING & FEES			\$270,925	\$866	\$4,105	
TOTAL CONSTRUCTION COST			\$1,209,309	\$3,863.61	\$18,323	
-	CONTINGENCIES	0%	\$0	\$0	\$0	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			\$1,209,309	\$3,864	\$18,323	

PID: Celina Parvin PID
 COMMUNITY NAME: Lily Creek at Sutton Fields
 PHASES: Full Development
 CITY OR TOWN: City of Celina



	LOT (1)	LOT (2)
LOT COUNT:	313	
TYP. LOT WIDTH:	50	
TYP. LOT DEPTH:	115	
TYP. PAD WIDTH:	40	
TYP. PAD DEPTH:	75	
FRONT YARD S/B:	20	
REAR YARD S/B:	20	
SIDE YARD S/B:	5	
CORNER SIDE YARD S/B:	15	

GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/5/2022
REVISED:	5/23/2023

PRIVATE IMPROVEMENT SUMMARY ITEM	SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
GRADING / SITE PREPARATION	\$2,614,260	\$8,352	\$39,610	
- OFF-SITE EROSION CONTROL / GRADING	\$29,206	\$93	\$443	Sewer Easement
- EROSION CONTROL / SWPPP	\$129,903	\$415	\$1,968	
- ROUGH GRADE	\$2,392,552	\$7,644	\$36,251	
- FINAL GRADE	\$62,600	\$200	\$948	
SITE FENCING / RETAINING	\$651,900	\$2,083	\$9,877	
- PERIMETER / SCREENING WALLS	\$245,000	\$783	\$3,712	Wrought Iron Fencing on Lots Adjacent to Gas Esmt
- RETAINING WALLS	\$406,900	\$1,300	\$6,165	
DRY UTILITIES	\$1,029,000	\$3,288	\$15,591	
- GAS & ELECTRIC (NONREFUNDABLE)	\$939,000	\$3,000	\$14,227	
- STREET LIGHTS	\$90,000	\$288	\$1,364	
COMMON AREA AMENITIES	\$516,500	\$1,650	\$7,826	Amenitized Open Space Under One Half Acre
ENGINEERING, CONSULTING & FEES	\$704,077	\$2,249	\$10,668	
TOTAL CONSTRUCTION COST	\$5,515,737	\$17,622.16	\$148,650	
- CONTINGENCIES 10%	\$551,574	\$1,762	\$14,865	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES	\$6,067,311	\$19,384	\$163,515	

TOTAL CONSTRUCTION COSTS, ONSITE AND OFFSITE	\$18,643,458	\$59,564	\$282,477	
CONTINGENCIES	\$551,574	\$1,762	\$8,357	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES	\$19,195,032	\$61,326	\$290,834	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.
 BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

NOTES

¹ Development cost does not include: Bonds

² Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation

³ Professional Fees do not include: Tree Survey, Environmental, SWPPP Administration.

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

PID: Celina Parvin PID

COMMUNITY NAME: Lily Creek at Sutton Fields

PHASE: Full Development

CITY OR TOWN: City of Celina



LOT (1)

	313
TYP. LOT WIDTH:	50
TYP. LOT DEPTH:	115
TYP. PAD WIDTH:	40
TYP. PAD DEPTH:	75
FRONT YARD S/B:	20
REAR YARD S/B:	20
SIDE YARD S/B:	5
CORNER SIDE YARD S/B:	15

GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/05/22
REVISED:	05/23/23

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION						
EROSION CONTROL / SWPPP						
	CONSTRUCTION ENTRANCE	EA	1	\$ 2,500.00	\$ 2,500.00	
	SEED DISTURBED LOT AREAS	AC	41.3	\$ 400.00	\$ 16,526.63	
	SILT FENCE (WIRE BACK)	LF	8,500	\$ 1.50	\$ 12,750.00	
	CURLEX EROSION CONTROL MATTING (4 FOOT)	LF	25,840	\$ 1.40	\$ 36,176.00	
	SWPPP INSPECTIONS	LS	1	\$ 15,000.00	\$ 15,000.00	
	EROSION MAINTENANCE	LOT	313	\$ 150.00	\$ 46,950.00	
	EROSION CONTROL SUB-TOTAL				\$ 129,902.63	
ROUGH GRADING						
	CLEARING & GRUBBING	AC	66	\$ 2,250.00	\$ 148,500.00	
	MASS GRADING (EXCAVATION)	CY	212,960	3.50	\$ 745,360.00	2' Across Site
	ROUGH LOT GRADING	LOT	313	\$ 250.00	\$ 78,250.00	
	6' MOISTURE CONDITIONING	LOT	313	\$ 3,200.00	\$ 1,001,600.00	
	MOISTURE CONDITIONING OF STREETS	CY	100,489	\$ 3.00	\$ 301,466.67	2' behind back of curb
	POLY	LOT	313	\$ 375.00	\$ 117,375.00	
	ROUGH GRADING SUB-TOTAL				\$ 2,392,551.67	
FINISH GRADING						
	LOT FINISH GRADE	LOT	313	\$ 200.00	\$ 62,600.00	
	FINISH GRADING SUB-TOTAL				\$ 62,600.00	
	GRADING / SITE PREPARATION SUB-TOTAL				\$ 2,585,054.30	

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

PID: Celina Parvin PID		LOT (1)			
COMMUNITY NAME: Lily Creek at Sutton Fields		313		GROSS ACREAGE: 101.5	
PHASE: Full Development		TYP. LOT WIDTH: 50		NET ACREAGE: 66.0	
CITY OR TOWN: City of Celina		TYP. LOT DEPTH: 115		TOTAL LOTS: 313	
		TYP. PAD WIDTH: 40		TOTAL DENSITY: 4.74	
		TYP. PAD DEPTH: 75		LANDPLAN: LP20	
		FRONT YARD S/B: 20		CREATED BY: CDH/RAV	
		REAR YARD S/B: 20		REVIEWED BY: AB	
		SIDE YARD S/B: 5		CREATED: 12/05/22	
		CORNER SIDE YARD S/B: 15		REVISED: 05/23/23	



ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
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WATER SYSTEMS						
8" P.V.C. PIPE (DR 18 C900)	LF	14,212	\$ 60.00	\$ 852,720.00		
8" GATE VALVE & BOX	EA	46	\$ 2,500.00	\$ 115,000.00		
FIRE HYDRANT ASSEMBLY	EA	36	\$ 7,000.00	\$ 252,000.00		
1" SINGLE WATER SERVICE (2" SLEEVE)	EA	313	\$ 950.00	\$ 297,350.00		
2" FLUSH VALVE	EA	1	\$ 3,000.00	\$ 3,000.00		
2" COMBINATION AIR RELEASE/VACUUM VALVE	EA	1	\$ 3,500.00	\$ 3,500.00		
1" IRRIGATION SERVICE	EA	18	\$ 1,500.00	\$ 27,000.00		
2" IRRIGATION SERVICE	EA	2	\$ 1,500.00	\$ 3,000.00		
4" CONDUIT (SCH 40) AT INTERSECTIONS	LF	3,600	\$ 30.00	\$ 108,000.00		
TRENCH SAFETY	LF	14,212	\$ 0.72	\$ 10,232.64		
TESTING (EXCLUDING GEOTECH)	LF	14,212	\$ 1.32	\$ 18,759.84		
WATER SUB-TOTAL				\$ 1,690,562.48		

PID: Celina Parvin PID		LOT (1)		GROSS ACREAGE: 101.5	
COMMUNITY NAME: Lily Creek at Sutton Fields		313		NET ACREAGE: 66.0	
PHASE: Full Development		TYP. LOT WIDTH: 50		TOTAL LOTS: 313	
CITY OR TOWN: City of Celina		TYP. LOT DEPTH: 115		TOTAL DENSITY: 4.74	
		TYP. PAD WIDTH: 40		LANDPLAN: LP20	
		TYP. PAD DEPTH: 75		CREATED BY: CDH/RAV	
		FRONT YARD S/B: 20		REVIEWED BY: AB	
		REAR YARD S/B: 20		CREATED: 12/05/22	
		SIDE YARD S/B: 5		REVISED: 05/23/23	
		CORNER SIDE YARD S/B: 15			



ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SANITARY SEWER SYSTEM					
8" P.V.C. PIPE SDR 26	LF	12,920	\$ 60.00	\$ 775,200.00	
4" SERVICE LINES	EA	313	\$ 990.00	\$ 309,870.00	
5' DIAMETER M.H. w/ RAVEN COATING	EA	44	\$ 14,000.00	\$ 616,000.00	
TRENCH SAFETY	LF	12,920	\$ 1.10	\$ 14,212.00	
TESTING (EXCLUDING GEOTECH)	LF	12,920	\$ 3.12	\$ 40,310.40	
ADDITIONAL TESTING AFTER DRY UTILITY INSTALL	LF	12,920	\$ 1.20	\$ 15,504.00	
SEWER SUB-TOTAL				\$ 1,955,896.40	

DRAINAGE SYSTEM			
STORM DRAIN SYSTEM			
		STORM DRAIN SYSTEM SUB-TOTAL	\$ 1,784,100.00
		DRAINAGE SUB-TOTAL	\$ 1,784,100.00
Assume \$5,700/Lot			

STREET IMPROVEMENT					
STREET PAVING					
7" REINF. CONC. PAVEMENT, 50' ROW 31' B-B	SY	48,953	\$ 60.00	\$ 2,937,198.00	
8" LIME SUBGRADE	SY	55,270	\$ 4.50	\$ 248,712.75	
HYDRATED LIME MATERIAL (54LBS/SY)	TON	1,500	\$ 275.00	\$ 412,500.00	
PAVEMENT HEADER	LF	37	\$ 55.00	\$ 2,035.00	
36" ROCK RIP-RAP @ PAVEMENT HEADER	SY	37	\$ 110.00	\$ 4,070.00	
STREET BARRICADE	EA	1	\$ 1,600.00	\$ 1,600.00	
CONNECT TO EXISTING PAVEMENT HEADER	EA	2	\$ 2,300.00	\$ 4,600.00	
REMOVE EXIST. BARRICADE	EA	2	\$ 1,000.00	\$ 2,000.00	
4' WIDE CURLEX EROSION CONTROL MATTING	LF	25,840	\$ 1.00	\$ 25,840.00	
STREET PAVING SUB-TOTAL				\$ 3,638,555.75	

PID: Celina Parvin PID

COMMUNITY NAME: Lily Creek at Sutton Fields

PHASE: Full Development

CITY OR TOWN: City of Celina



LOT (1)

	313
TYP. LOT WIDTH:	50
TYP. LOT DEPTH:	115
TYP. PAD WIDTH:	40
TYP. PAD DEPTH:	75
FRONT YARD S/B:	20
REAR YARD S/B:	20
SIDE YARD S/B:	5
CORNER SIDE YARD S/B:	15

GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/05/22
REVISED:	05/23/23

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SIDEWALK					
5' CONCRETE SIDEWALK	LF	4,900	\$ 70.00	\$ 343,000.00	Sidewalk in Open space
BARRIER FREE RAMPS	EA	46	\$ 3,200.00	\$ 147,200.00	
				SIDEWALK SUB-TOTAL	\$ 490,200.00
SIGNAGE & STRIPING					
STREET SIGNS, COMBO W/STOP (W/ POSTS)	EA	25	\$ 1,650.00	\$ 41,250.00	
				SIGNAGE & STRIPING SUB-TOTAL	\$ 41,250.00
				STREET IMPROVEMENT SUB-TOTAL	\$ 4,170,005.75

SITE FENCING/RETAINING WALL IMPROVEMENTS					
PERIMETER / SCREENING WALLS					
WROUGHT IRON (6 FOOT)	LF	7,000	35.00	\$ 245,000.00	Along lots adj. to Open space and Gas Esmt
				PERIMETER / SCREENING WALLS SUB-TOTAL	\$ 245,000.00
RETAINING WALLS					
RETAINING WALL	LOT	313	1,300.00	\$ 406,900.00	
				RETAINING WALLS SUB-TOTAL	\$ 406,900.00
				SITE FENCING / RETAINING SUB-TOTAL	\$ 651,900.00

DRY UTILITIES					
ELECTRIC and GAS SERVICES	LOT	313	\$ 3,000.00	\$ 939,000.00	
STREET LIGHTS	EA	36	\$ 2,500.00	\$ 90,000.00	
				DRY UTILITIES SUB-TOTAL	\$ 1,029,000.00

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

PID: Celina Parvin PID

COMMUNITY NAME: Lily Creek at Sutton Fields

PHASE: Full Development

CITY OR TOWN: City of Celina



LOT (1)

	313
TYP. LOT WIDTH:	50
TYP. LOT DEPTH:	115
TYP. PAD WIDTH:	40
TYP. PAD DEPTH:	75
FRONT YARD S/B:	20
REAR YARD S/B:	20
SIDE YARD S/B:	5
CORNER SIDE YARD S/B:	15

GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/05/22
REVISED:	05/23/23

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
ENGINEERING, CONSULTING & FEES					
ENGINEERING & SURVEYING	LOT	313	\$ 2,100.00	\$ 657,300.00	
CONSTRUCTION ADMINISTRATION	%	1%	\$ 12,185,618.93	\$ 121,856.19	
CONSTRUCTION INSPECTION	%	3%	\$ 3,646,458.88	\$ 109,393.77	Mustang SUD
CONSTRUCTION MANAGEMENT	LOT	313	\$ 1,200.00	\$ 375,600.00	
MATERIAL TESTING	%	2%	\$ 12,185,618.93	\$ 243,712.38	
CITY FEES - FINAL PLATTING	LOT	313	\$ 500 + \$12 PER LOT	\$ 4,256.00	City of Celina Fees
CITY FEES - PLAN REVIEW	LOT	313	\$ 180.00	\$ 56,340.00	City of Celina Fees
CITY FEES - PLAT FILING FEE	LS	1	\$ 150.00	\$ 150.00	City of Celina Fees
CITY FEES - CIVIL PERMIT FEE - PUBLIC	%	7%	\$ 8,539,160.05	\$ 597,741.20	7% of Paving and Utilities
CITY FEES - GRADING PERMIT	LOT	313	\$ 1,000 + \$20 PER AC	\$ 2,320.00	City of Celina Fees
TREE MITIGATION	LS	1	\$ 20,000.00	\$ 20,000.00	
CLUSTER MAILBOX UNIT	EA	13	\$ 2,000.00	\$ 26,000.00	
GEOTECHNICAL INVESTIGATION FEES	LOT	313	\$ 135.00	\$ 42,255.00	
HYDROLOGY & HYDRAULIC STUDY (CLOMR & LOMR)	LS	1	\$ 60,000.00	\$ 60,000.00	
LANDSCAPE ARCHITECT FEES	LS	1	\$ 10,000.00	\$ 10,000.00	
WETLANDS INVESTIGATION	LS	1	\$ 10,000.00	\$ 10,000.00	
TRAFFIC IMPACT ANALYSIS	LS	1	\$ 10,000.00	\$ 10,000.00	
ENGINEERING & CONSULTING SUB-TOTAL				\$ 2,346,924.54	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

PID: Celina Parvin PID

COMMUNITY NAME: Lily Creek at Sutton Fields

PHASE: Full Development Off-Site Improvements

CITY OR TOWN: City of Celina



GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/05/22
REVISED:	05/23/23

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION						
EROSION CONTROL / SWPPP						
	SEED DISTURBED AREAS	AC	4.3	\$ 500.00	\$ 2,158	Sewer and Water
	SILT FENCE (WIRE BACK)	LF	9,400	\$ 1.50	\$ 14,100	Sewer & Water
		EROSION CONTROL SUB-TOTAL			\$ 16,258	
ROUGH GRADING						
	CLEARING & GRUBBING, (1/4 AREA HEAVILY TREED)	AC	4.3	\$ 3,000.00	\$ 12,948	Sewer and Water
		ROUGH GRADING SUB-TOTAL			\$ 12,948	
		GRADING / SITE PREPARATION SUB-TOTAL			29,206	
OFFSITE WATER SYSTEMS						
OFFSITE WATER						
	12" P.V.C. PIPE (DR 18 C900)	LF	2,200	\$ 69.60	\$ 153,120	connect to SFE existing line & SF Phase 2B line
	12" GATE VALVE & BOX	EA	8	\$ 3,600.00	\$ 28,800	
	CONNECT TO EXIST. LINE	EA	2	\$ 1,200.00	\$ 2,400	
	FIRE HYDRANT ASSEMBLY	EA	8	\$ 5,520.00	\$ 44,160	
	TRENCH SAFETY	LF	2,200	\$ 0.72	\$ 1,584	
	TESTING (EXCLUDING GEOTECH)	LF	2,200	\$ 1.32	\$ 2,904	
		OFFSITE WATER SUB-TOTAL			\$ 232,968	
		OFFSITE WATER SYSTEMS SUB-TOTAL			\$ 232,968	

PID: Celina Parvin PID

COMMUNITY NAME: Lily Creek at Sutton Fields

PHASE: Full Development Off-Site Improvements

CITY OR TOWN: City of Celina



GROSS ACREAGE:	101.5
NET ACREAGE:	66.0
TOTAL LOTS:	313
TOTAL DENSITY:	4.74
LANDPLAN:	LP20
CREATED BY:	CDH/RAV
REVIEWED BY:	AB
CREATED:	12/05/22
REVISED:	05/23/23

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
COMMON AREA AMENITIES						
AMENITIES						
	PARK AMENITIES	LS	13	\$ 2,500.00	\$ 32,500	amenitized park area under one half acre
	AMENITY CENTER	LS	1	\$ 250,000.00	\$ 250,000	
		AMENITIES SUB-TOTAL			\$ 282,500	
TRAILS / PATHWAYS (FLATWORK)						
	10' CONCRETE SIDEWALK	LF	3,600	\$ 65.00	\$ 234,000	Meandering Trail
		TRAILS / PATHWAYS (FLATWORK) SUB-TOTAL			\$ 234,000	
		COMMON AREA AMENITIES SUB-TOTAL			\$ 516,500	

ENGINEERING, CONSULTING & FEES					
ENGINEERING	%	8%	\$ 967,589.60	\$ 77,407	
SURVEYING	%	4%	\$ 967,589.60	\$ 38,704	
CONSTRUCTION ADMINISTRATION	%	1%	\$ 967,589.60	\$ 9,676	
CONSTRUCTION INSPECTION	%	3%	\$ 967,589.60	\$ 29,028	Mustang SUD
CONSTRUCTION MANAGEMENT	%	3%	\$ 967,589.60	\$ 29,028	
MATERIAL TESTING	%	2%	\$ 967,589.60	\$ 19,352	
CITY FEES - CIVIL PERMIT FEE - PUBLIC	%	7%	\$ 967,589.60	\$ 67,731	City of Celina Fees
			ENGINEERING & CONSULTING SUB-TOTAL		\$ 270,925

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)



TBPLE Firm No. 20683 | TBPLS Firm No. 10194538

7.S.b

214-484-7055

BCG@Barraza-Group.com

www.Barraza-Group.com

801 East Campbell Road, Suite 650
Richardson, Texas 75081



April 10, 2023

Duane Brignac
1800 Valley View Lane / Suite 317
One Hickory Centre at Mercer Crossing
Farmers Branch, Texas 75234

RE: Celin Parvin PID ~ Off-site Road Cost Engineer's Allocation

At the request of Municap, Barraza Consulting Group, LLC evaluated the roadway main entrance to the Celina Parvin PID and the Sutton Fields East PID to determine the proportionate share of costs associated for each. The cost share allocation was determined by the minimum roadway section required by the City of Celina to provide access to each development. In conclusion, it is our recommendation that the cost associated with the shared, main entrance be split in half between each PID and the cost associated with the East-west connection road to be fully allocated to the Celina Parvin PID.

Please contact me with any further questions.

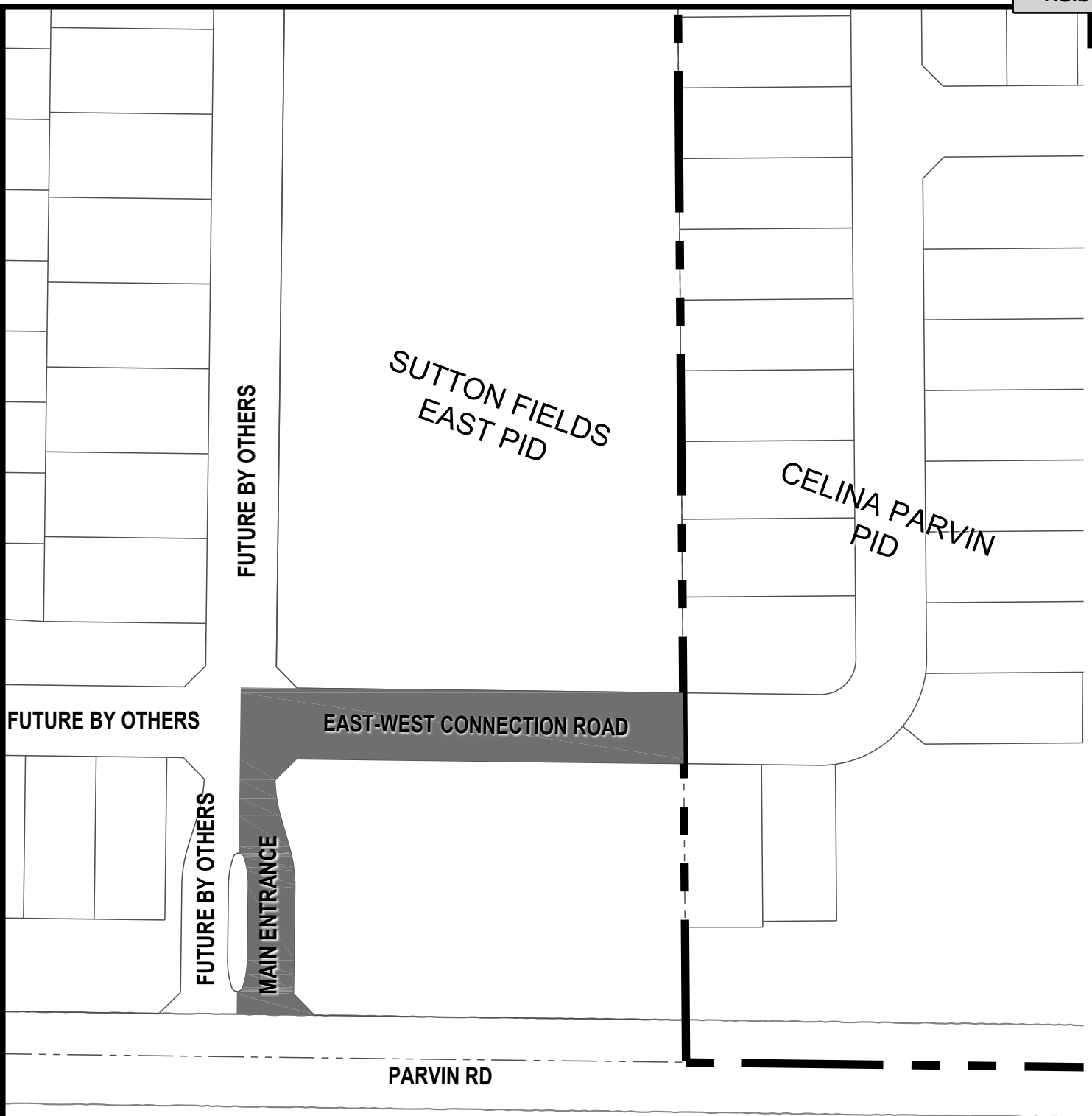
Sincerely,

A handwritten signature in blue ink that reads 'Art Barraza'. The signature is stylized and fluid.

Art Barraza, P.E.

Attachment: Off-site Road Improvements

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)



Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

APPENDIX C
LEGAL DESCRIPTION

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

101.60 Acre Tract

W.O. 5066-21

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

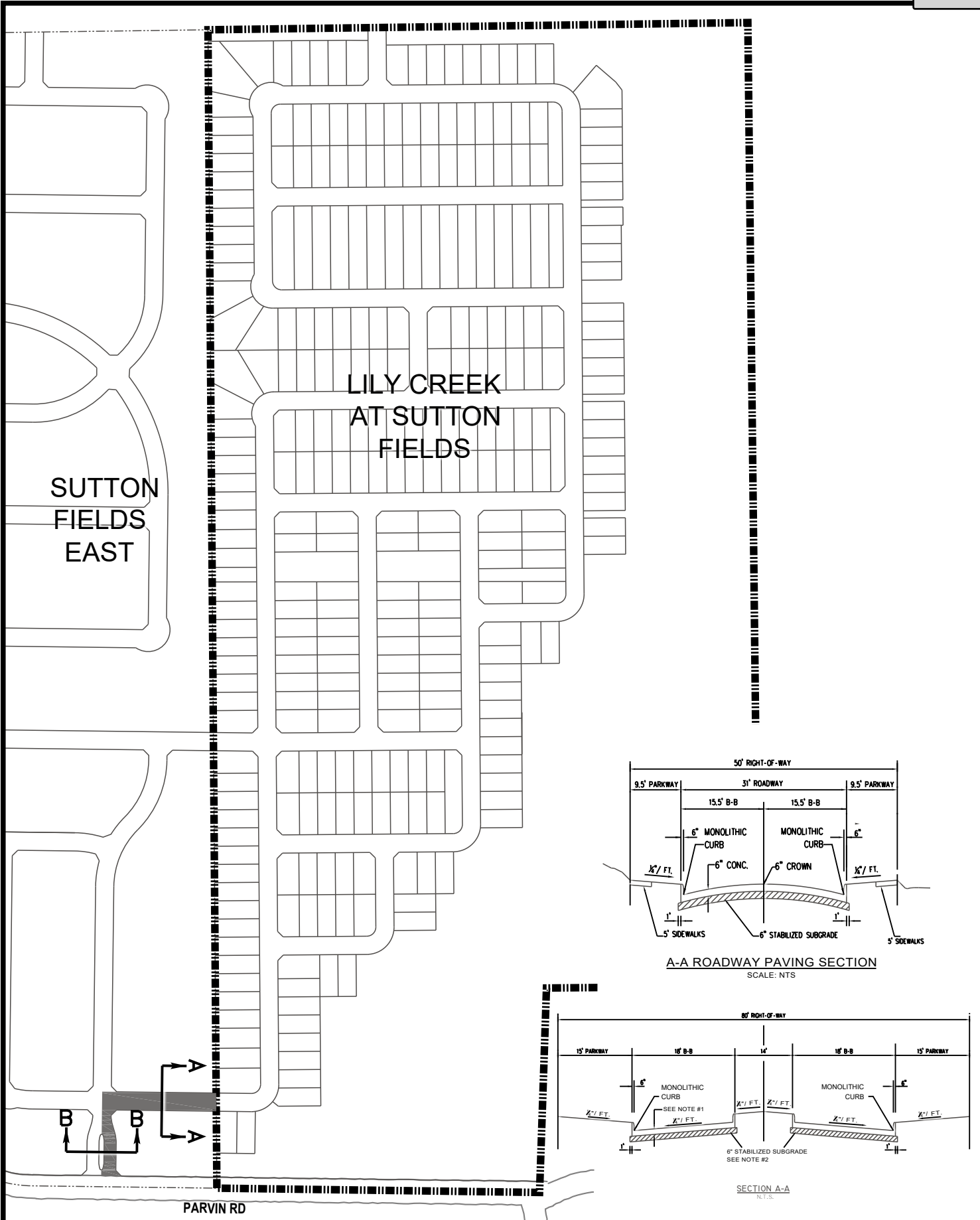
BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

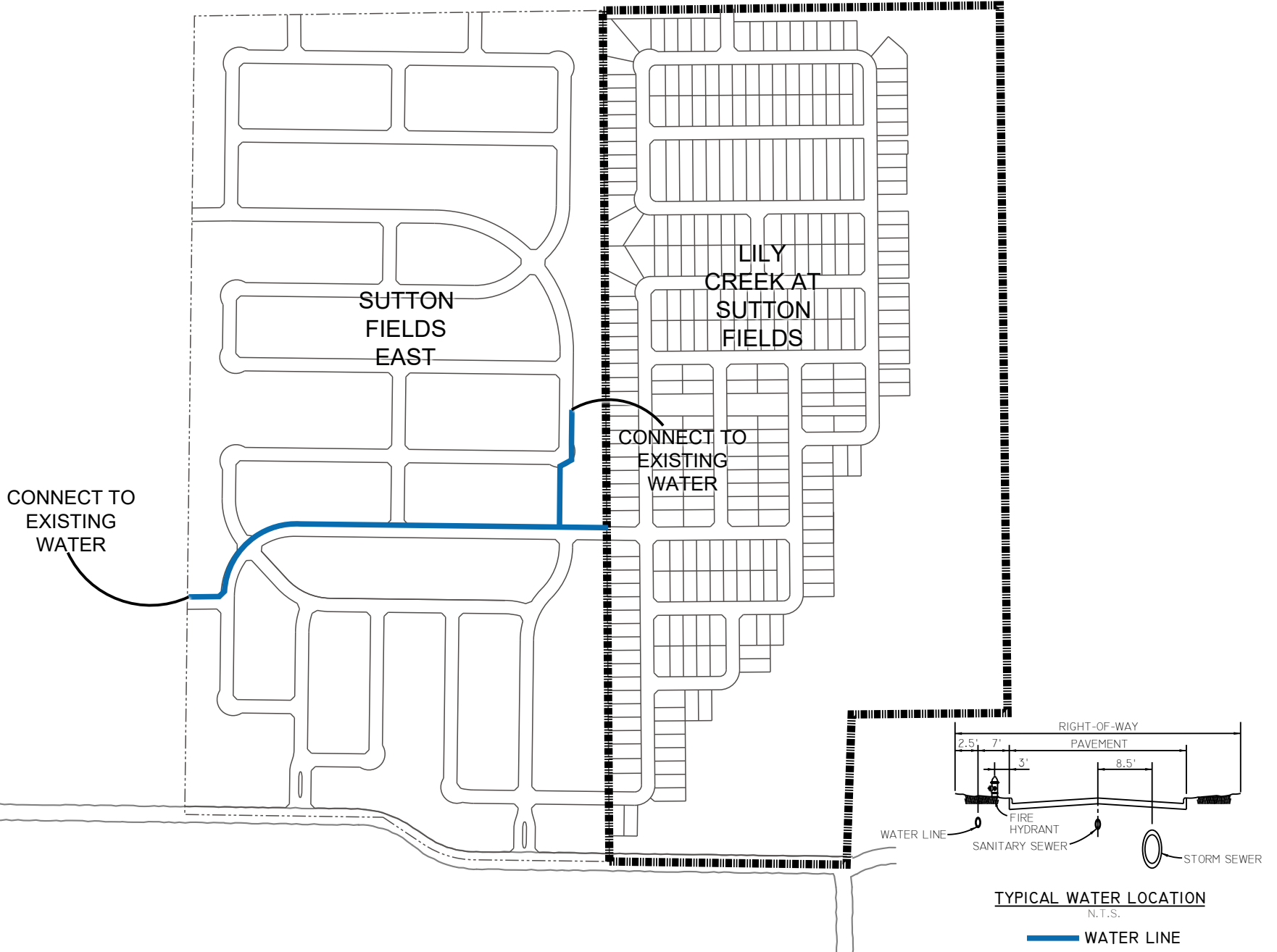
THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records; THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof; THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet; THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

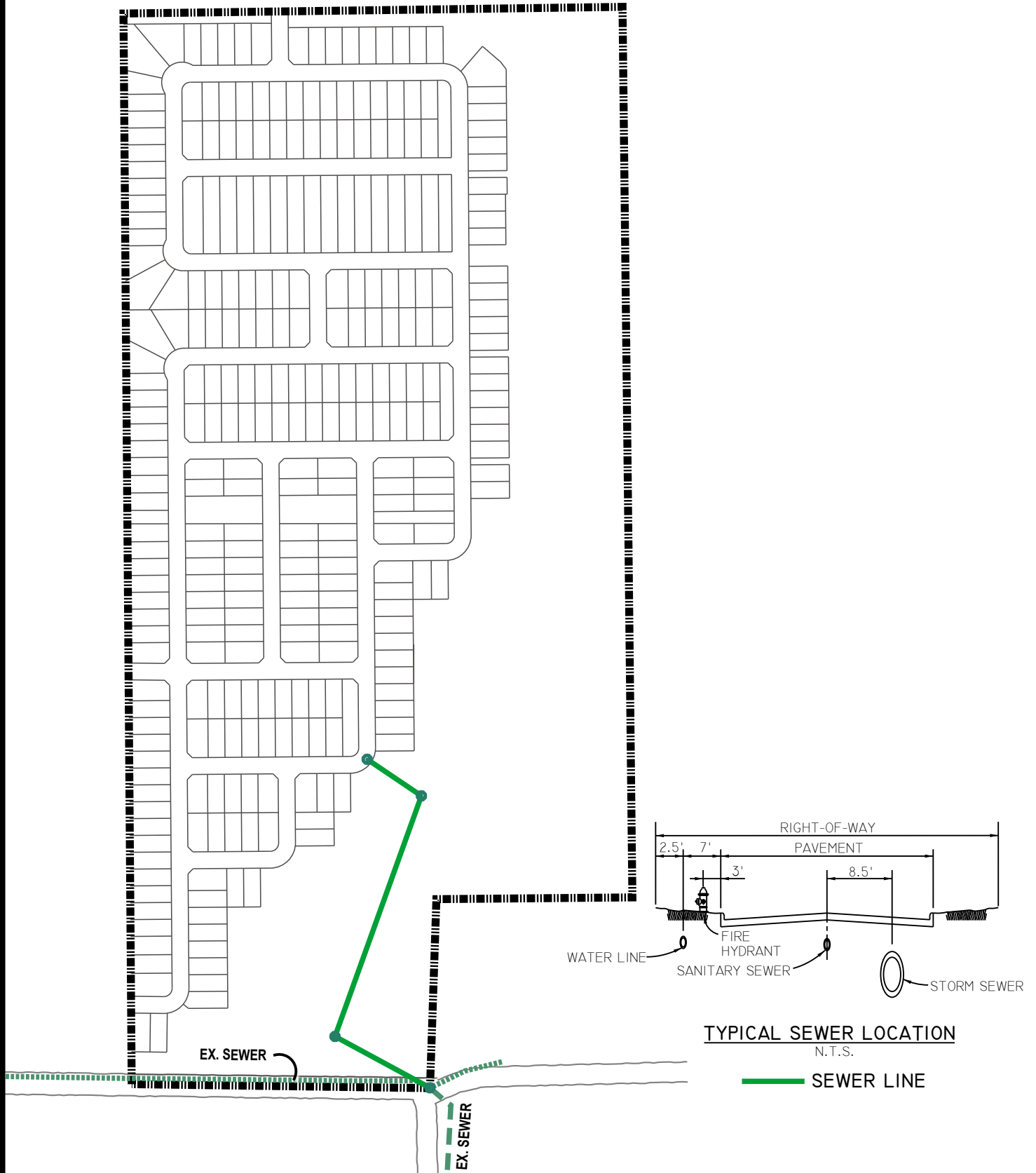
Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

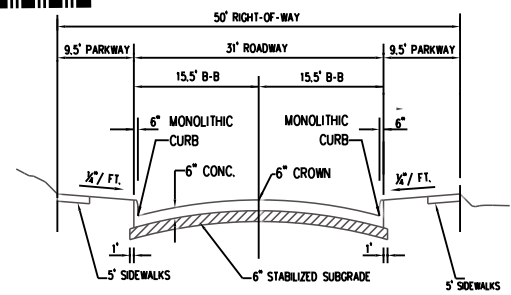
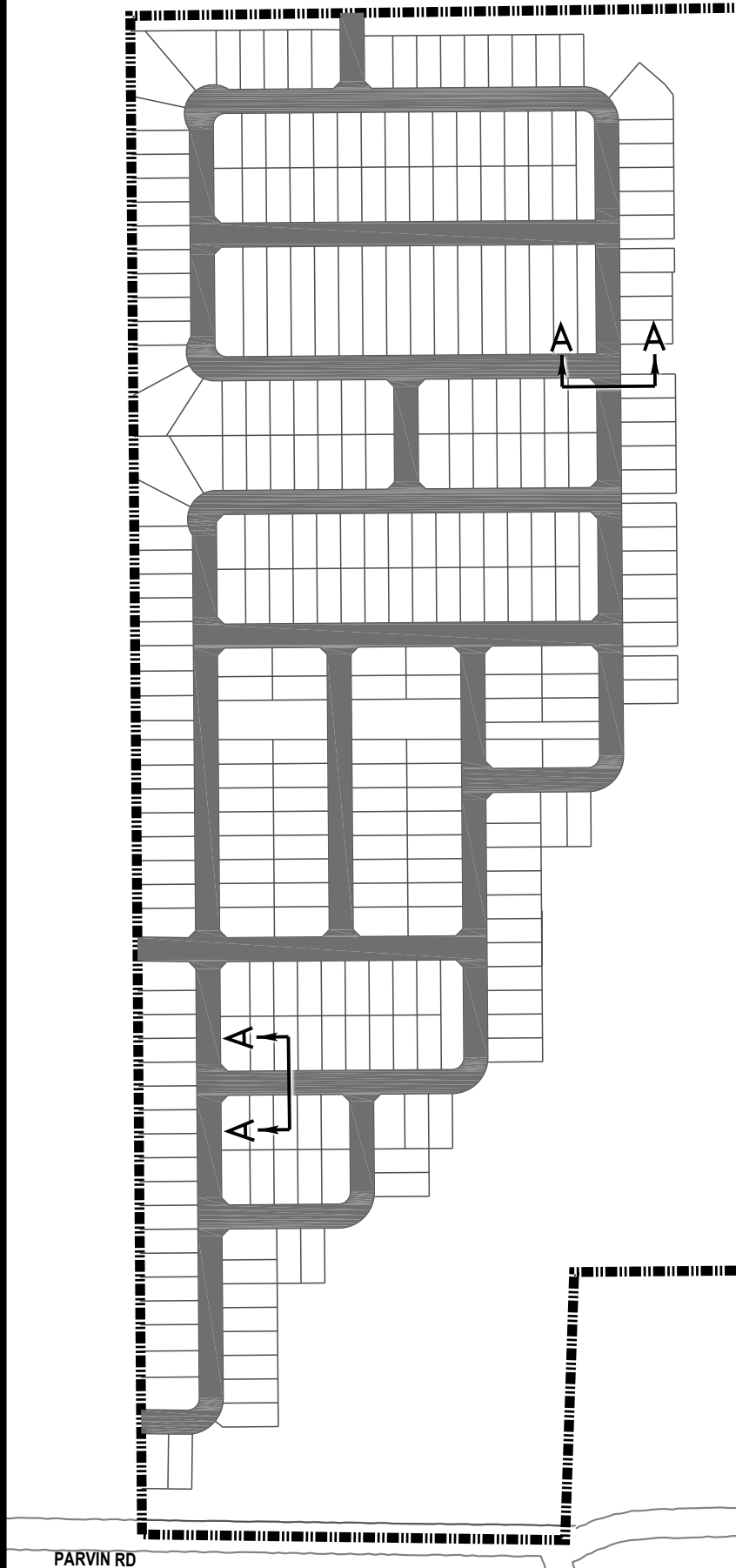


Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

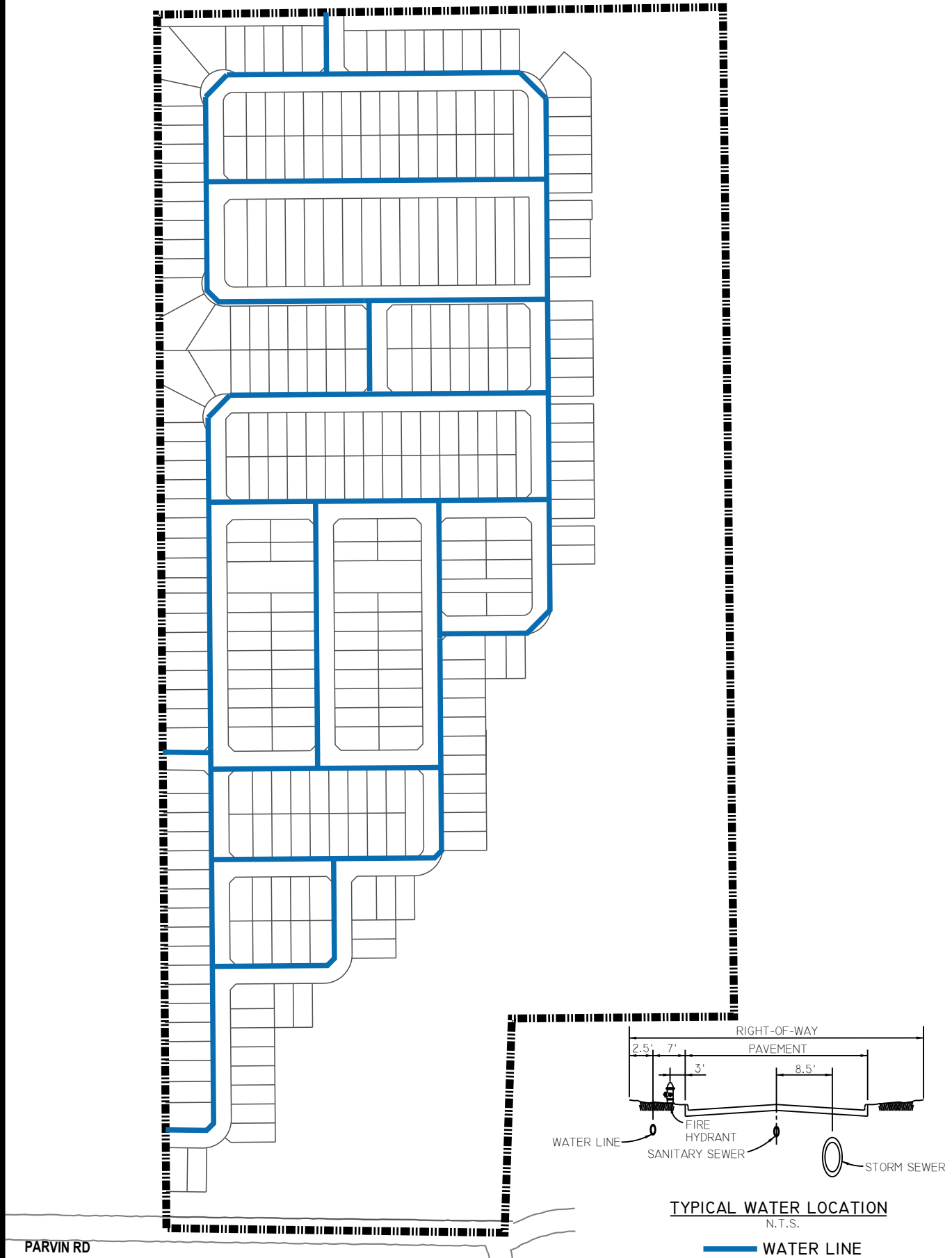


Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

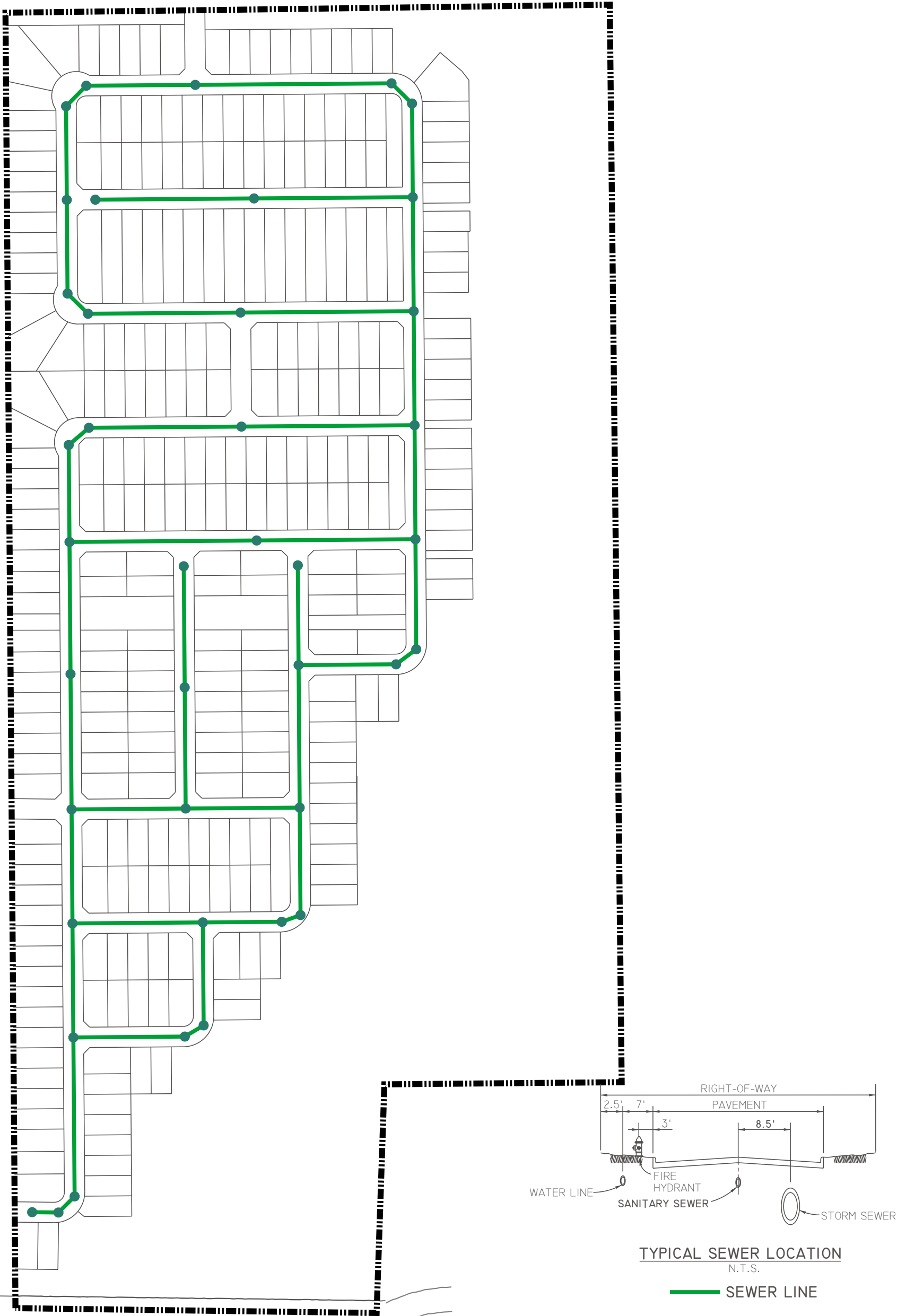




TYPICAL 31' A-A ROADWAY PAVING SECTION
SCALE: NTS



PARVIN RD



PARVIN RD

SEWER IMPROVEMENTS
LILY ESTATES DEVELOPMENT
CELINA PARVIN PUBLIC IMPROVEMENT DISTRICT
CITY OF CELINA ETJ, DENTON COUNTY, TEXAS

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

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 **Parvin 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 Resolution (Celina Parvin 101 – Pre-SAP Resolution)

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 Denton 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 (Celina Parvin 101 – Pre-SAP Resolution)

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 DENTON §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

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

Notary Public, State of Texas]³

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

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 Denton 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 DENTON

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

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 Denton 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, as provided by the development standards shown in the Development Agreement.

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)	313	Units
Total	313	Units

B) Calculation of Equivalent Units

As explained under Section V, for purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the City Council has determined that the Assessments shall be allocated to the 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., 50 Ft lots); (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. This classification, Lot Type 1 (50 Ft Lots), represents the current projected highest value for residential lots is set forth in Table F-2. 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 (50 Ft Lots) to 1.0.

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Value	Equivalent Unit Factor
Lot Type 1 (50 Ft)	\$500,000	1.00 Per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 as calculated based on the Equivalent Unit factors shown in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

Table F-3
Equivalent Units – PID

Description	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft)	313	1.00	313.00
Total	313		313.00

C) Allocation of Assessments to Lots within the PID

The total amount of the PID Bonds which represents the total Assessment to be allocated on all Parcels within the PID, is \$14,961,000 As shown in Table F-3, there are a total of 313.00 Equivalent Units, resulting in an Assessment per Equivalent Unit of \$47,798.72 (i.e., \$14,961,000 ÷ 313.00 = \$47,798.72).

The Assessment per dwelling unit is calculated as the product of (i) \$47,798.72 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50 Ft Lot) dwelling unit is \$47,798.72 (i.e. \$47,798.72 × 1.00).

Table F-4 sets forth the Assessment per dwelling unit within the PID.

Table F-4
Assessment Per Unit – PID

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Dwelling Unit	Total Assessments
Lot Type 1 (50 Ft)	313	\$47,798.72	1.00	\$47,798.72 Per dwelling unit	\$14,961,000
Total	313				\$14,961,000

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 – PID

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 (50 Ft)	313	\$96,000	\$500,000	\$47,798.72	2.01	10.46

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 unit – PID

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 (50 Ft)	313	\$96,000	\$500,000	\$3,968.43	\$4.13	\$0.79

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the 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.

APPENDIX G
PROPOSED ASSESSMENT ROLL

Appendix G-1
Proposed Assessment Roll

Parcel	52726, 52738, 52780, and 52771
Assessment	\$14,961,000
Equivalent Units	313.00

Year ¹	Principal ²	Interest ³	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/2024	\$0	\$897,660	\$80,000	\$74,805	(\$897,660)	\$154,805
9/1/2025	\$0	\$897,660	\$81,600	\$74,805	(\$897,660)	\$156,405
9/1/2026	\$187,000	\$897,660	\$83,232	\$74,805	\$0	\$1,242,697
9/1/2027	\$197,000	\$886,440	\$84,897	\$73,870	\$0	\$1,242,207
9/1/2028	\$208,000	\$874,620	\$86,595	\$72,885	\$0	\$1,242,100
9/1/2029	\$220,000	\$862,140	\$88,326	\$71,845	\$0	\$1,242,311
9/1/2030	\$232,000	\$848,940	\$90,093	\$70,745	\$0	\$1,241,778
9/1/2031	\$246,000	\$835,020	\$91,895	\$69,585	\$0	\$1,242,500
9/1/2032	\$299,000	\$820,260	\$55,000	\$68,355	\$0	\$1,242,615
9/1/2033	\$318,000	\$802,320	\$55,000	\$66,860	\$0	\$1,242,180
9/1/2034	\$339,000	\$783,240	\$55,275	\$65,270	\$0	\$1,242,785
9/1/2035	\$360,000	\$762,900	\$55,551	\$63,575	\$0	\$1,242,026
9/1/2036	\$384,000	\$741,300	\$55,829	\$61,775	\$0	\$1,242,904
9/1/2037	\$408,000	\$718,260	\$56,108	\$59,855	\$0	\$1,242,223
9/1/2038	\$434,000	\$693,780	\$56,389	\$57,815	\$0	\$1,241,984
9/1/2039	\$462,000	\$667,740	\$56,671	\$55,645	\$0	\$1,242,056
9/1/2040	\$492,000	\$640,020	\$56,954	\$53,335	\$0	\$1,242,309
9/1/2041	\$524,000	\$610,500	\$57,239	\$50,875	\$0	\$1,242,614
9/1/2042	\$557,000	\$579,060	\$57,525	\$48,255	\$0	\$1,241,840
9/1/2043	\$593,000	\$545,640	\$57,813	\$45,470	\$0	\$1,241,923
9/1/2044	\$631,000	\$510,060	\$58,102	\$42,505	\$0	\$1,241,667
9/1/2045	\$672,000	\$472,200	\$58,392	\$39,350	\$0	\$1,241,942
9/1/2046	\$715,000	\$431,880	\$58,684	\$35,990	\$0	\$1,241,554
9/1/2047	\$761,000	\$388,980	\$58,978	\$32,415	\$0	\$1,241,373
9/1/2048	\$811,000	\$343,320	\$59,273	\$28,610	\$0	\$1,242,203
9/1/2049	\$863,000	\$294,660	\$59,569	\$24,555	\$0	\$1,241,784
9/1/2050	\$919,000	\$242,880	\$59,867	\$20,240	\$0	\$1,241,987
9/1/2051	\$978,000	\$187,740	\$60,166	\$15,645	\$0	\$1,241,551
9/1/2052	\$1,041,000	\$129,060	\$60,467	\$10,755	\$0	\$1,241,282
9/1/2053	\$1,110,000	\$66,600	\$60,769	\$5,550	\$0	\$1,242,919
Total	\$14,961,000	\$18,432,540	\$1,956,258	\$1,536,045	(\$1,795,320)	\$35,090,523

¹The 9/1/20XX dates represent the assessment year (bond year) end for the PID Bonds.

²Represents the principal and interest on the PID Bonds. Interest is calculated using an estimated interest rate of 6.00% and will be updated with the actual interest rate on the PID Bonds at final pricing.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year through 2031, and a .05% increase per year thereafter. Administrative Expenses in year 2023 are being funded with Bond proceeds.

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

Appendix G-2
Proposed Assessment Roll by Lot Type

Parcel Assessment Equivalent Units	Lot Type 1 (50 Ft)
	\$47,798.72
	1.00

Year ¹	Principal ²	Interest ²	Administrative Expenses ⁴	Additional Interest ⁵	Capitalized Interest	Total Annual Installment
9/1/2024	\$0	\$2,868	\$256	\$239	(\$2,868)	\$495
9/1/2025	\$0	\$2,868	\$261	\$239	(\$2,868)	\$500
9/1/2026	\$597	\$2,868	\$266	\$239	\$0	\$3,970
9/1/2027	\$629	\$2,832	\$271	\$236	\$0	\$3,969
9/1/2028	\$665	\$2,794	\$277	\$233	\$0	\$3,968
9/1/2029	\$703	\$2,754	\$282	\$230	\$0	\$3,969
9/1/2030	\$741	\$2,712	\$288	\$226	\$0	\$3,967
9/1/2031	\$786	\$2,668	\$294	\$222	\$0	\$3,970
9/1/2032	\$955	\$2,621	\$176	\$218	\$0	\$3,970
9/1/2033	\$1,016	\$2,563	\$176	\$214	\$0	\$3,969
9/1/2034	\$1,083	\$2,502	\$177	\$209	\$0	\$3,971
9/1/2035	\$1,150	\$2,437	\$177	\$203	\$0	\$3,968
9/1/2036	\$1,227	\$2,368	\$178	\$197	\$0	\$3,971
9/1/2037	\$1,304	\$2,295	\$179	\$191	\$0	\$3,969
9/1/2038	\$1,387	\$2,217	\$180	\$185	\$0	\$3,968
9/1/2039	\$1,476	\$2,133	\$181	\$178	\$0	\$3,968
9/1/2040	\$1,572	\$2,045	\$182	\$170	\$0	\$3,969
9/1/2041	\$1,674	\$1,950	\$183	\$163	\$0	\$3,970
9/1/2042	\$1,780	\$1,850	\$184	\$154	\$0	\$3,968
9/1/2043	\$1,895	\$1,743	\$185	\$145	\$0	\$3,968
9/1/2044	\$2,016	\$1,630	\$186	\$136	\$0	\$3,967
9/1/2045	\$2,147	\$1,509	\$187	\$126	\$0	\$3,968
9/1/2046	\$2,284	\$1,380	\$187	\$115	\$0	\$3,967
9/1/2047	\$2,431	\$1,243	\$188	\$104	\$0	\$3,966
9/1/2048	\$2,591	\$1,097	\$189	\$91	\$0	\$3,969
9/1/2049	\$2,757	\$941	\$190	\$78	\$0	\$3,967
9/1/2050	\$2,936	\$776	\$191	\$65	\$0	\$3,968
9/1/2051	\$3,125	\$600	\$192	\$50	\$0	\$3,967
9/1/2052	\$3,326	\$412	\$193	\$34	\$0	\$3,966
9/1/2053	\$3,546	\$213	\$194	\$18	\$0	\$3,971
Total	\$47,799	\$58,890	\$6,250	\$4,907	(\$5,736)	\$112,110

¹The 9/1/20XX dates represent the assessment year (bond year) end for the PID Bonds.

²Represents the principal and interest on the PID Bonds. Interest is calculated using an estimated interest rate of 6.00% and will be updated with the actual interest rate on the PID Bonds at final pricing.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year through 2031, and a .05% increase per year thereafter. Administrative Expenses in year 2023 are being funded with Bond proceeds.

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)

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 August 8, 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 the Parvin Public Improvement District (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 "Authorized Improvements") include (i) roadway improvements; water improvements; sanitary sewer improvements; storm drainage improvements; and other similar improvement projects; (ii) payments of 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 Authorized Improvements, including administrative costs and the costs of issuing bonds, is approximately \$17,501,130.

The boundaries of the District include approximately 101.60 acres of land generally located north of the intersection of Parvin Road and Good Hope Road and within the extraterritorial jurisdiction of the City, 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 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within the District that benefits from the Authorized Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Celina Parvin 101 – Pre-SAP Resolution)



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, Interim City Manager
Date: July 11, 2023
Re: Budget Amendment FY23 - July 23

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 TML insurance proceeds for equipment, a sponsorship by Baylor, Scott, & White to the Fire department for materials and supplies, a roll over purchase order from FY 22 for a Streets vehicle ordered in FY 22 but received in FY 23, and an increase cost of services and goods.

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 July 11, 2023 (FY23 Budget Amendment July 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 11th day of July 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: July 11, 2023
FY 2023 Budget Amendment Detail

Budget Change # _____			
Account #	Account Name	Description	Appro Adjustment
102-31-3050	Fund Balance	Roll over PO for Vehicle Purchase 2022	(51,699)
102-111-000-6840	Capital Vehicle	Roll over PO for Vehicle Purchase 2023	51,699
102-400-000-4707	Insurance Proceeds	Revenue from Fire Radio Loss	(5,460)
102-110-000-6830	Capital Equipment	Fire Radio Loss Expense	5,460
102-400-000-4758	Reimbursement - other	Baylor Scott and White Sponsorship - Fire	(1,305)
102-110-000-6321	Materials & Supplies	Baylor Scott and White Sponsorship - Fire	1,305
102-31-3050	Fund Balance	General Liability Insurance - premium increase	(20,965)
102-102-000-6629	General Liability Insurance	General Liability Insurance - Facilities	5,851
102-110-000-6629	General Liability Insurance	General Liability Insurance - Fire	4,479
102-111-000-6629	General Liability Insurance	General Liability Insurance - Streets	6,156
102-112-000-6629	General Liability Insurance	General Liability Insurance - Police	4,479
202-31-3050	Fund Balance	General Liability Insurance - premium increase	(12,306)
202-117-000-6629	General Liability Insurance	General Liability Insurance - Water	6,303
202-118-000-6629	General Liability Insurance	General Liability Insurance - Wastewater	6,003
102-400-010-4710	Basketball League Revenue	Basketball Supplies	(5,000)
102-113-010-6711	Basketball Activity Expense	Basketball Supplies	5,000

Attachment: 2022 - 113 Amend Budget ordinance July 11, 2023 (FY23 Budget Amendment July 2023)



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, Interim City Manager
 Date: July 11, 2023
 Re: O'Donnell (HFI & Rainwater Crossing) - Development Agreement

Action Requested:

Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HFI Celina Realty, LLC, for approximately 641 acres; generally located west and east of Custer Road and north of County Road 130, within the City Limits. (O'Donnell (HFI & Rainwater Crossing) – Development Agreement) (McAfee)

Applicant:

HFI Celina Realty
 4143 Maple Ave., Ste. 350
 Dallas, TX 75219

Background Information:

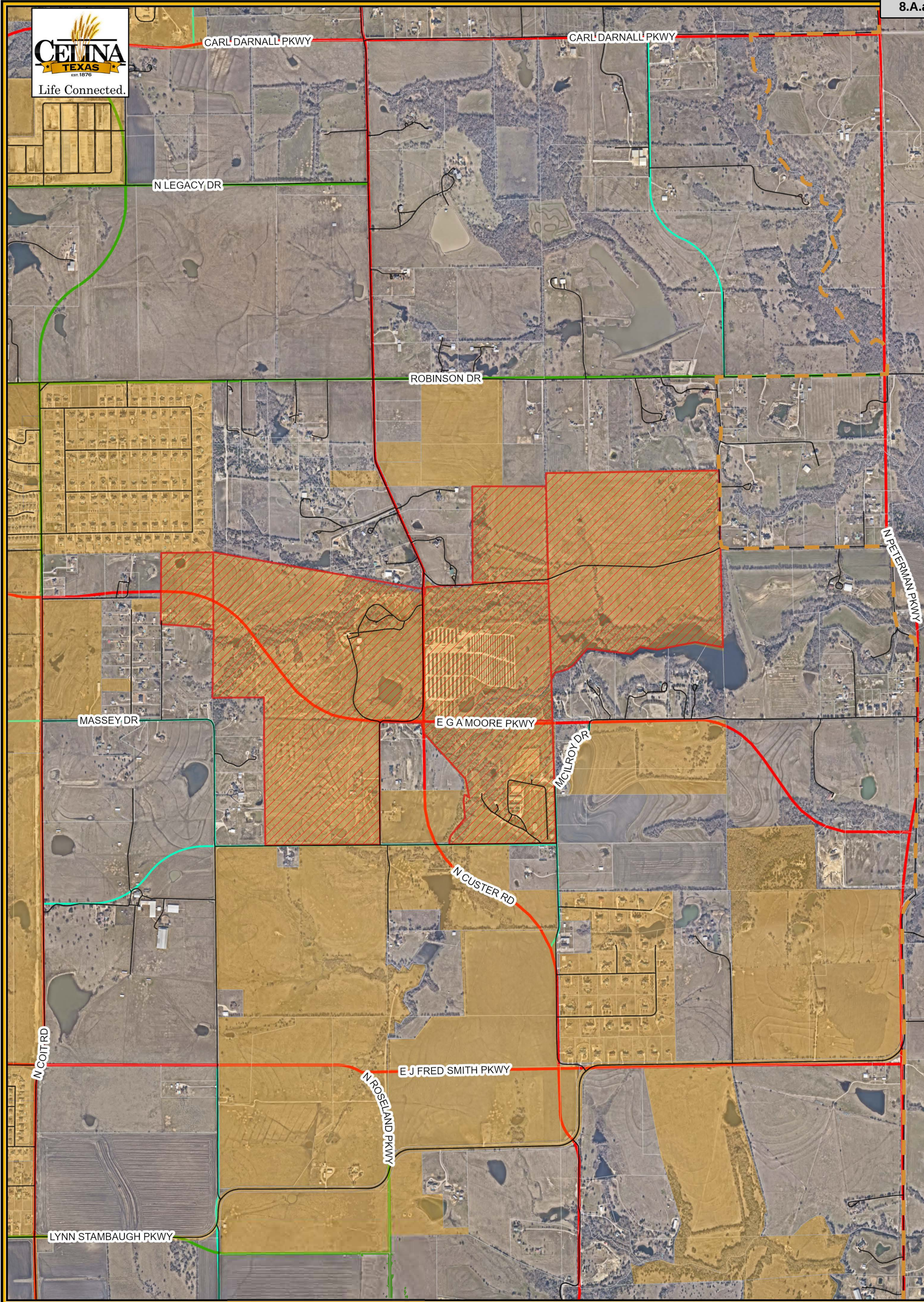
The property is approximately 641 acres and zoned Planned Development No. 70. The applicant desires to replace their July 2016 Development Agreement with a new Development Agreement to update entitlements. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
 Draft Agreement

Staff Recommendation:

Staff recommends approval.

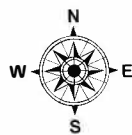


Legend

- Subject Property
- City Limits
- Roads
- Parcels

**O'Donnell
Location Map
City of Celina**

5/23/2023

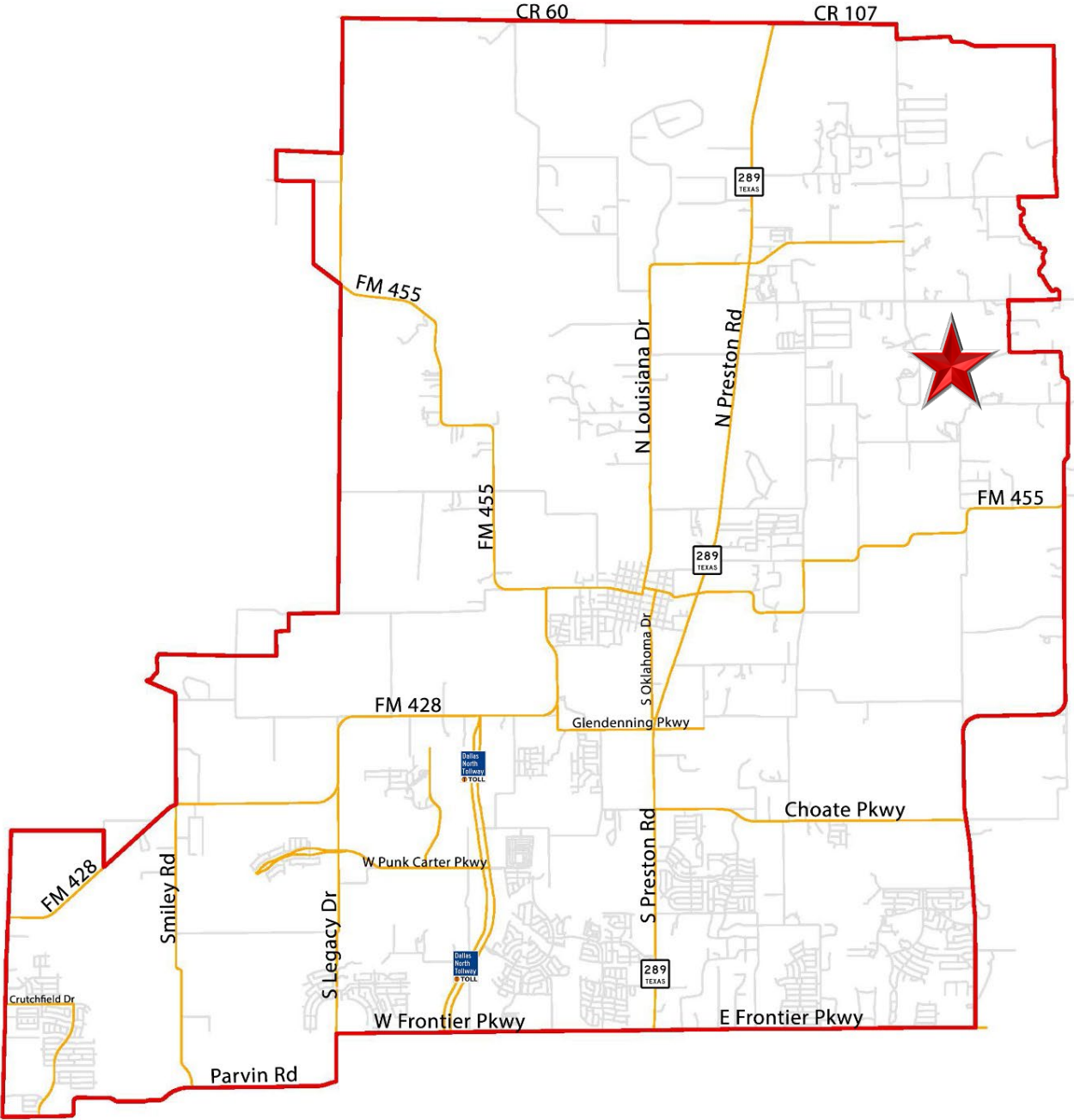


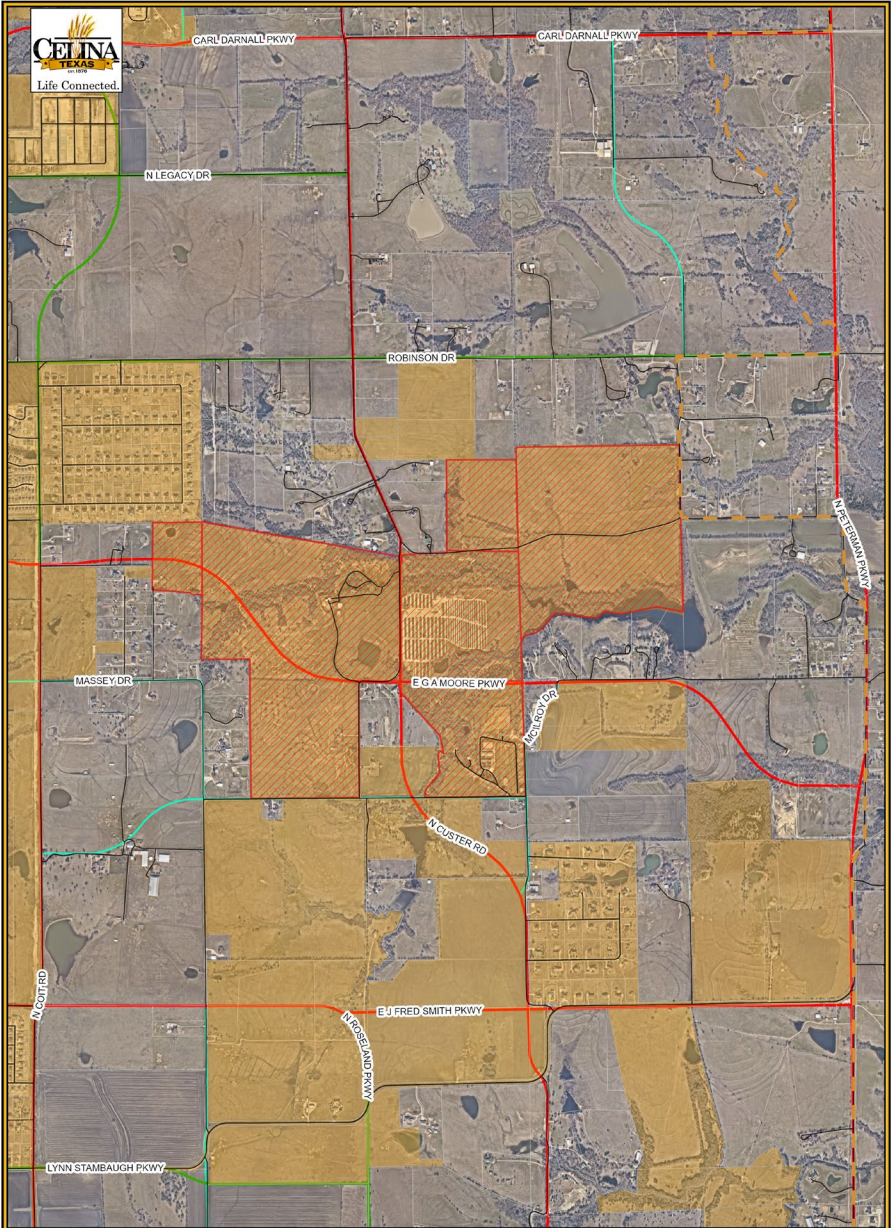
0 1,295 2,590 Feet

HFI/ RAINWATER CROSSING (O'DONNELL) Development Agreement

City Council
July 11, 2023







LOCATION MAP

The subject property is generally located west and east of Custer Road and north of County Road 130

BACKGROUND

- The subject property is approximately 641 acres, located in the City Limits
- The property is currently zoned Planned Development No. 70 and has an existing Development Agreement, approved in July 2016
- The applicant's request is to enter into a new Development Agreement to replace the existing agreement to update entitlements

AGREEMENT OVERVIEW

- The Development Agreement proposes updated zoning for the property, including modern amenities, open space/parks, and trails which are not part of the existing entitlement
- Additionally, the agreement proposes a school site and adherence to all modern design standards and the Neighborhood Vision Book (NVB)
- The agreement also proposes customized infrastructure obligations
- Land use mix generally remains the same, and includes Mixed-Use (MU) and Single-Family Residential Detached or Attached (SF-R or SF-A)
- 13 acres being dedicated adjacent to Northeast Park

ZONING OVERVIEW

	EXISTING	PROPOSED
ADHERENCE TO NEIGHBORHOOD VISION BOOK (NVB)	NO	YES
LANDSCAPE BUFFER WIDTHS (GA MOORE & CUSTER)	25'	30'
TRAILS	6'	12'
SIDEWALKS	4'	5'
OPEN SPACE	8%	10% + NVB
PARK LAND	NO	YES (13 AC)
SCHOOL SITE	NO	YES (11 AC)
AMENITY CENTERS	1	4 (1 LARGE, 3 SMALL)
MIN. COMMERCIAL	N/A	20 AC

ZONING OVERVIEW– MULTI-FAMILY

	EXISTING	PROPOSED
MAX. UNITS (TOTAL MF)	1,483	1,300
MF-0	N/A	300 UNITS
MF-1	YES	REMOVED
MF-2	YES	YES
MF-3	YES	YES

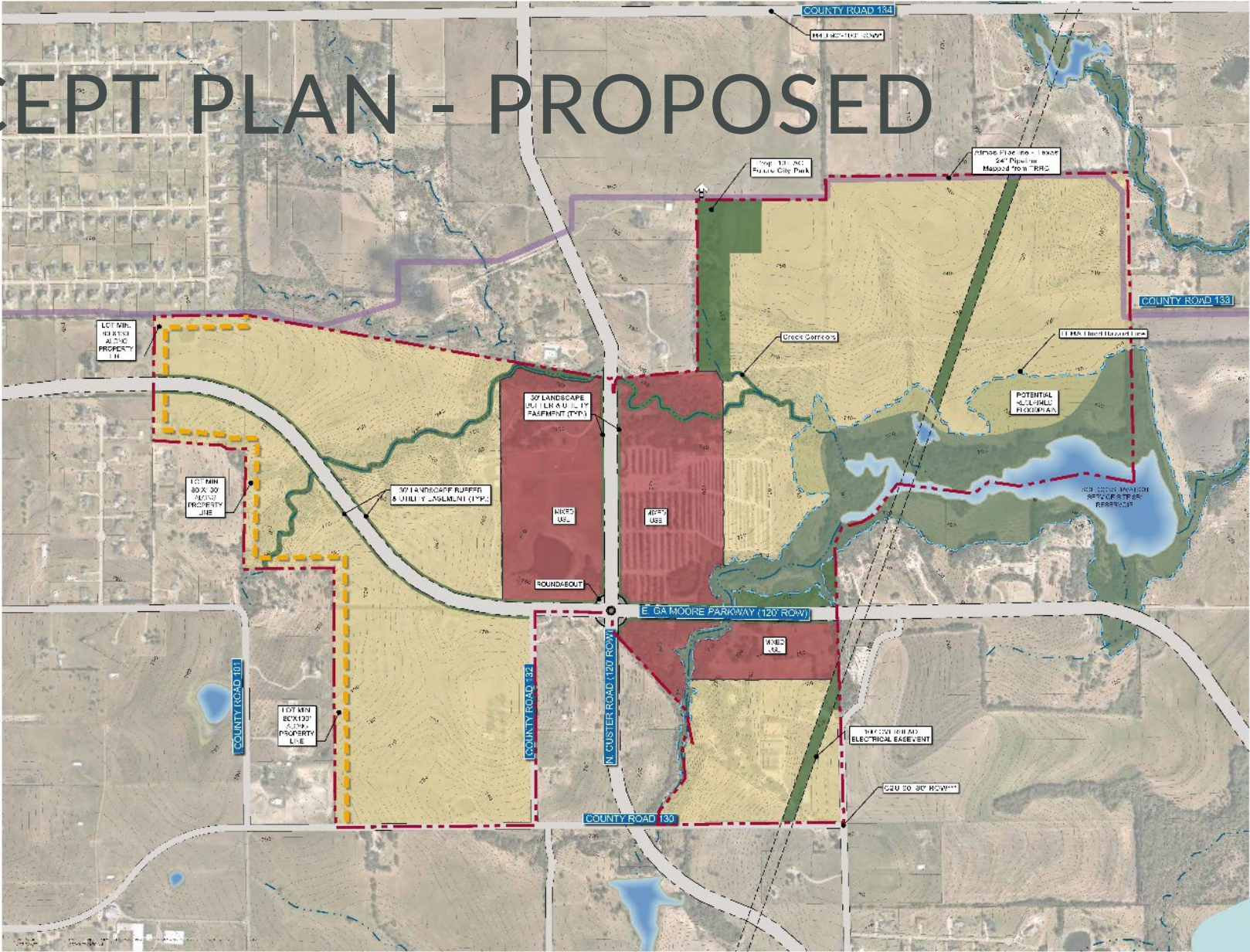
ZONING OVERVIEW– SINGLE-FAMILY (SF)

	EXISTING	PROPOSED
MAX. LOTS	2,200 LOTS	2,200 LOTS
20' SF-A (TOWNHOMES)	MAX. 500 (FRONT ENTRY)	MAX. 500 (REAR ENTRY)
40's	N/A	MAX. 35%
50' & BELOW	MAX. 50%	MAX. 60%
60' & ABOVE	NO MIN. OR MAX.	MIN. 20%
70' & ABOVE	80' LOTS (WHERE ADJACENT TO EXISTING ESTATE LOTS)	MIN. 10%; ADJACENT TO ALL ESTATE LOTS

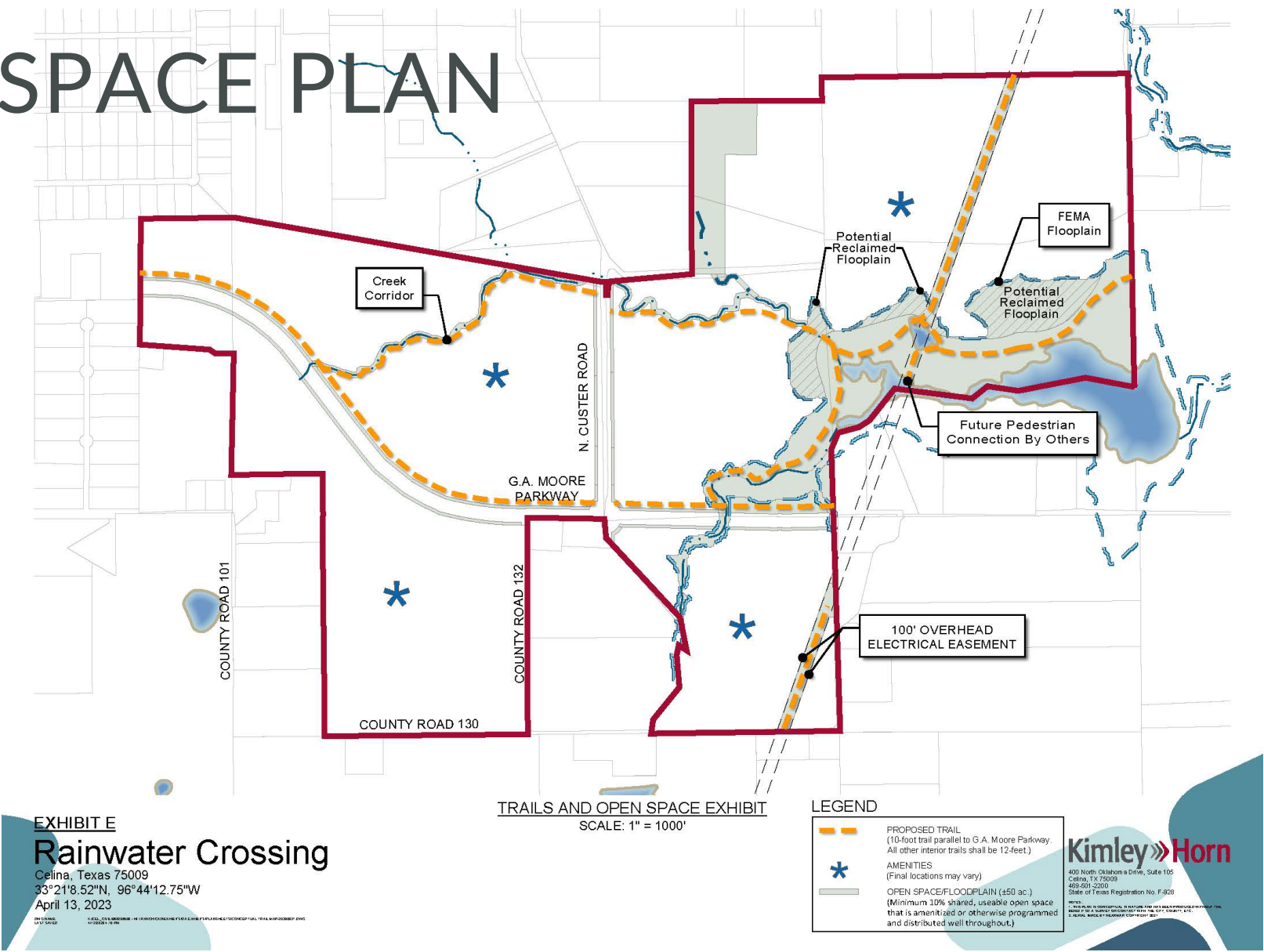
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CONCEPT PLAN - PROPOSED



OPEN SPACE PLAN



POLICY CONSIDERATIONS

- The DA provides modern design standards
- Reservation of school site and dedicated parkland adjacent to Northeast Park
- Developed as an integrated neighborhood with a mix of lot sizes rather than separated pods per the original DA
- Several amenity centers throughout rather than just one
- Customized infrastructure
- Municipal Management District (MMD)

P&Z PUBLIC HEARING

- One speaker noted that MF-o (horizontal multi-family) proposals seemed more common recently

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between HFI Celina Realty, LLC (the “Developer”) and the City of Celina (the “City”), 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, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Developer owns approximately 640.575 acres of land, generally located south and east of the intersection of CR 131 and CR 132, which lies within the corporate limits 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 City previously entered into a development agreement with Celina Partners, LTD, Legacy Equestrian Center, LLC, and Patricia Deason governing the Property recorded on July 12, 2016 as instrument number 20160712000888000 in the Collin County property records (“Prior DA”); and

WHEREAS, Developer represents that it is the sole assignee of the Prior DA, and the Developer and the City intend to terminate Prior DA and replace it with this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential and commercial uses (the “Development”); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City’s zoning requirements, building material requirements, and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as Exhibit C (the “Concept Plan”), the development standards attached hereto as Exhibit D (the “Development Standards”), the trails and open space improvements attached herein as Exhibit E, the roadway improvements attached hereto as Exhibit F (the “Roadway Improvements”), the water improvements attached hereto as Exhibit G (the “Water Improvements”), and the wastewater improvements attached hereto as Exhibit H (the “Wastewater Improvements”); and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the Development as specifically set forth in this Agreement; and

WHEREAS, the City will hold the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements") and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of the creation through the Texas Commission on Environmental Quality (the "TCEQ") of a Municipal Management District pursuant to Chapter 375 of the Texas Local Government Code, as amended; and

WHEREAS, Developer has submitted to the City a written petition requesting the City's consent to the creation of, and the inclusion of the Property in, a Municipal Management District to be known as "Rainwater Crossing Municipal Management District of Collin County"; and

WHEREAS, as evidence of the City's consent, contemporaneously with the approval of this Agreement, the City intends to adopt a Consent Resolution (the "Consent Resolution") in the form attached hereto as **Exhibit J** demonstrating the City's consent, pursuant to Section 54.016 of the Texas Water Code, to the inclusion of the Property in the MMD; and

WHEREAS, the conditions in the Consent Resolution were a material inducement to the City in providing the Consent Resolution and entering this Agreement; and

WHEREAS, the Parties desire for the MMD, or a Public Improvement District (a "PID") described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public

Improvement District Assessment Act” (the “PID Act”), as amended, to be utilized to aid in the development of the Property, pursuant to the terms of this Agreement and the PID and MMD creation documents, as applicable; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement.

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 **GENERAL TERMS AND DEFINITIONS**

1.1 **Definitions.** Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 8.5(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 10.2.

City Council means the city council of the City.

City Regulation(s) 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 Development.

Claims is defined in Section 5.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as may be amended in accordance with this Agreement.

Consent Resolution is defined in the Recitals.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 10.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 3.3.

End-Buyer is defined in Section 11.1.

HOA shall mean the homeowners' association for the Property.

Indemnified Party is defined in Section 5.2(a).

MMD has the meaning set forth in the Recitals.

MMD Bonds has the meaning set forth in Section 8.3(b).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 12.3.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 8.2(c).

PID Project Costs is defined in Section 8.2(d).

Prior DA is defined in the Recitals.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Water Improvements, Wastewater Improvements, Onsite Public Improvements, and the Roadway Improvements.

Roadway Improvements is defined in Section 3.1(c) and depicted in **Exhibit F**.

Water Improvements is defined in Section 3.1(d) and described and depicted on **Exhibit**

G.

Wastewater Improvements is defined in Section 3.1(e) and described and depicted in **Exhibit H**.

ARTICLE II **CONSENT TO CREATION OF THE MMD**

2.1 Consent to MMD Creation. Contemporaneously with the approval of this Agreement, the City Council agrees to adopt the Consent Resolution in generally the form attached hereto as **Exhibit J** demonstrating the City's consent, pursuant to Section 54.016 of the Texas Water Code, to the inclusion of the Property in the MMD. This Agreement and the Consent Resolution constitute the irrevocable and unconditional consent of the City to the creation of the MMD encompassing the Property pursuant to the authority of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapter 49 of the Texas Water Code, and Chapter 375 of the Texas Local Government Code, as amended.

2.2 Consent Resolution; Other Documents. The City agrees to adopt such further resolutions or ordinances and execute such further documents as reasonably requested by Developer, the MMD, the TCEQ, the Attorney General of the State of Texas, or any governmental agency or political subdivision having jurisdiction over the MMD, to evidence the City's consents as set forth in this Agreement and the Consent Resolution.

2.3 No Limitation of Powers. Nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the MMD by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to municipal management districts.

2.4 Full Satisfaction. The consents contained in this Article II and in the Consent Resolution (the "District Consent") are given by the City: (a) in full and exclusive satisfaction of any applicable requirements for MMD consents contained in any statute or otherwise required by law, rule, regulation or policy, including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations or policies of the TCEQ, or any rules, regulations or policies of the Texas Attorney General; (b) with the understanding that the District Consent are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of Developer unless Developer has failed to comply with the conditions in the District Consent; and (c) with the understanding the Developer has relied on the District Consent to Developer's material detriment and but for the District Consent Developer would not have entered into this Agreement; and (d) with the understanding that the District Consent shall not be affected by (1) any default under this Agreement, whether by Developer or any other person or entity that is now or hereafter becomes bound by this Agreement unless Developer has failed to comply with the conditions in the District Consent, (2) any other act or omission by Developer or any other person or entity, whether or not related to this Agreement or the Property, and (3) any act or omission by the MMD, whether or not related to this Agreement or the Property.

ARTICLE III **PUBLIC INFRASTRUCTURE**

3.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat at the time of development or by deed within ninety (90) days of a request by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations, and at the locations depicted on **Exhibit F**, Developer shall, at its sole cost and expense, design and construct the following (the "Roadway Improvements") in accordance with the City's thoroughfare plan, to be completed with the phase of Development adjacent to each road, except as otherwise provided herein:

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development;

(2) Two (2) lanes of N. Custer Road;

(3) Two (2) lanes of CR 130 to be built or costs to be deposited in escrow with the City in accordance with a written agreement with the City at the development of the adjacent phase;

(4) Two (2) lanes of CR 132 to be built costs to be deposited in escrow with the City in accordance with a written agreement with the City at the development of the adjacent phase; and

(5) Two (2) lanes of GA Moore Parkway/FM 455 from Preston Road to the Property to be completed by the sooner of (i) the 3rd phase of the Development, or (ii) the City's issuance of a 500th building permit for the entire Development.

(d) Water Improvements by Developer. As required by the City Regulations and as depicted on Exhibit G, Developer shall, at its sole cost and expense, design and construct all water Onsite Public Improvements required by the City Regulations and needed to serve the Development, and all offsite water public improvements, in the sizes and locations provided in Exhibit G, provided however that any lines over 18 inches in size shall be considered oversized and subject to City's proportionate share of oversizing costs (the "Water Improvements"). The Water Improvements to serve each phase shall be completed with such phase. Notwithstanding the foregoing, if the City installs at its own costs any Water Improvements required in this paragraph to be paid for by Developer, Developer shall reimburse the City for such costs.

(e) Wastewater Improvements by Developer. As required by the City Regulations and as depicted on Exhibit H, Developer shall, at its sole cost and expense, design and construct all wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development, including lift stations, and all offsite wastewater improvements, in the sizes and general locations provided in Exhibit H ("Wastewater Improvements"). The Wastewater Improvements to serve each phase shall be completed with such phase and sized for the ultimate capacity needed to serve the Development. Notwithstanding the foregoing, if the City installs at its own costs any Wastewater Improvements required in this paragraph to be paid for by Developer, Developer shall reimburse the City for such costs.

3.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations, unless as otherwise provided herein.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations, unless as otherwise provided herein.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned and maintained by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations, unless as otherwise provided herein.

Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations, unless as otherwise provided herein.

3.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable in accordance with the timing contemplated within this Agreement. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

3.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation by Developer, HOA, or MMD of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE IV

DEVELOPMENT REGULATIONS

4.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations, unless as otherwise provided herein.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

4.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

4.3 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, 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, unless as otherwise provided herein.

4.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that **Exhibit D**, 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, unless as otherwise provided herein.

4.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

4.6 Amenity Centers. Developer shall construct the amenity center(s) described on **Exhibit D.** Completion of the amenity centers by Developer shall be evidenced by a certificate of occupancy from the City. Construction of the first amenity center shall commence prior to the issuance of the 200th building permit for a single family home within the Development.

4.7 Dedications for Public Parks, Open Space, and Schools.

(a) Developer shall dedicate thirteen (13) acres for park land. At least 42.51 acres of the Property shall be developed as open space, inclusive of the park land dedication and amenities as depicted in **Exhibit E.** The parks and open space will be developed in phases in accordance with **Exhibit E** when the adjacent phase of development is final platted. Developer, HOA, or MMD-owned open space areas shall be maintained by HOA, but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book, unless as otherwise provided herein.

(b) One school site of at least eleven (11) acres for an elementary school shall be reserved by the Developer. The site may be dedicated or sold to the school district at the Developer's acquisition cost by separate agreement between the school district and the Developer, which, at such parties' discretion, may include a reverter clause if the school is not built within five (5) years.

ARTICLE V

DEVELOPMENT PROCESS AND CHARGES

5.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital

recovery fees shall be charged for single-family development against the Property other than: (i) park fees in an amount not exceeding \$1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed \$500 per residential dwelling unit; (iii) roadway capital fees of \$3,500 per residential dwelling unit; (iv) water capital fees of \$3,000 per residential dwelling unit; and (v) wastewater capital fees of \$3,500 per residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional \$500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon the next succeeding ten-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development that are charged pursuant to City Regulations.

(c) Parkland Dedication Fees. Parkland Dedication Fees shall be waived so long as Developer makes the park land dedication described in Section 4.7(a).

(d) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars (\$100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as Exhibit I, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of Exhibit I.

(e) Tree Mitigation Fees. Tree mitigation fees shall be \$250,000 to be paid in \$50,000 increments prior to City's acceptance of a final plat for each of the first five (5) phases. A tree survey shall not be required for any portion of the Development.

5.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS 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 PUBLIC INFRASTRUCTURE 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 AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; 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 PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE 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 OR SOLE NEGLIGENCE 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.

(b) 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 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 THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

5.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE

IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR
- (C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 5.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI

TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 4.4, plus all provisions referenced in Section 4.4, 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.

ARTICLE VII

ZONING

The Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for under applicable law. The City shall consider rezoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the rezoning 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. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 4.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VIII

INFRASTRUCTURE FINANCING

8.1 Generally. Developer shall be responsible for the installation of all Public Infrastructure as shown on any plat and related construction plans. The Public Infrastructure to be financed by the MMD or PID shall include public improvement projects authorized under the PID Act and/or MMD creation order, including Texas Local Government Code Chapters 372 and 375. The timing and requirements for completion of the Public Infrastructure shall be determined for each phase of development, at the time Developer is ready to develop a phase, in accordance with the City Regulations and this Agreement. The Developer will design, construct, and install the Public Infrastructure using funds advanced by Developer, the MMD, and/or PID.

8.2 MMD Financing.

(a) The Parties agree that the MMD may be used to finance the Public Infrastructure.

(b) The City recognizes that the MMD would have authority to issue bonds pursuant to the terms of this Agreement and the City agrees that the MMD may, subject to then current conditions in the municipal debts markets and the conditions in this Agreement and the City's Resolution for consent, issue bonds secured by funds available to the MMD in accordance with applicable statutes (the "MMD Bonds"), for financing and constructing the Public Infrastructure by the MMD and subsequent conveyance to the City, the proceeds of which will be used to pay construction costs or reimburse Developer for, among other things, its actual construction costs for the Public Infrastructure and costs related to easement and/or right-of-way acquisition. The issuance of MMD Bonds by the MMD shall be subject to the following conditions:

- i. the adoption or amendment of a service and assessment plan, assessment roll, and an assessment order by the MMD, if applicable;
- ii. the MMD may issue debt for onsite or offsite projects, but may only issue bonds secured by assessment revenues if such bonds are for major improvements that serve a majority of the Property; however, the MMD may issue unlimited tax bonds secured by

taxes levied by the MMD in accordance with applicable law, for any onsite or offsite projects, whether for major improvements serve a majority of the Property or not;

iii. bonds secured by assessment revenues that meet the parameters of this paragraph may be issued by the MMD without further City consent: (i) minimum 3 to 1 value to lien pursuant to appraisal, (ii) no third-party financing or issuance by a public finance authority located outside the State of Texas, (iii) required minimum \$100,000 denominations, and (iv) maximum 30-year maturity for each series of bonds. The MMD may issue assessment revenue bonds outside of these parameters only with written consent of the City Council;

iv. bonds issued by the MMD shall not exceed an aggregate principal amount sufficient to fund: (i) the actual costs of the Public Infrastructure to be funded by the MMD, (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the MMD Bonds, and (iii) any costs of issuance;

v. issuance of bonds by the MMD to directly fund construction of Public Infrastructure will require additional City written consent to each issuance of a series of bonds utilized to fund construction of Public Infrastructure;

vi. issuance of bonds by the MMD for reimbursement to Developer by the MMD or acquisition of previously constructed Public Infrastructure may be issued without City written consent, subject to the other parameters of this Section;

vii. approval by the Texas Attorney General of the MMD Bonds and registration of the MMD Bonds by the Comptroller of Public Accounts of the State of Texas;

viii. the Developer is current on all taxes, assessments, fees and obligations to the City;

ix. no outstanding MMD Bonds or PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

x. review and approval by the City of the plats, construction plans and Service and Assessment Plan for the Public Infrastructure;

xi. the Public Infrastructure to be financed by the MMD Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement including any City Regulations;

xii. no information regarding the City, including, without limitation, financial information, shall be included in any offering document relating to MMD Bonds without the written consent of the City; and

xiii. the Developer agrees to provide periodic information and notices of material events regarding the Developer as it relates to the development of the Property

within the MMD in accordance with Securities and Exchange Commission Rule 15c2-12, as amended, any MMD Bond indenture, and any continuing disclosure agreements executed by the Developer in connection with the issuance of MMD Bonds.

(c) The consultants, underwriter, and appraiser for the MMD and the MMD Bonds will be selected by the MMD.

(d) No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the MMD Bonds unless so required by the underwriter for the MMD Bonds.

(e) The Parties acknowledge that expansion of the MMD territory is limited to an additional 150 acres, which must all be located in the City limits.

8.3 PID Financing. If requested by Developer, the City shall create the PID, to fund, in part, the Public Infrastructure that is not funded by the Developer or MMD and that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) If Developer wishes for the City to create the PID, Developer will submit a PID creation petition for the Property to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed \$250,000,000.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer shall determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the City Secretary for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

8.4 Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development and/or consent to the MMD, the Developer agrees to pay the City, simultaneously with the closing and funding of the second issuance and third issuance of PID Bonds, a fee in the amount of \$75,000, with both fees to be used by the City to purchase and install one emergency warning siren for each \$75,000 received.

8.5 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the “Bank Qualified Debt Fee”) to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

8.6 PID Notices. When selling any of the Property after the PID is created, if applicable, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a

conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

ARTICLE IX **EVENTS OF DEFAULT; REMEDIES**

9.1 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.

9.2 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 X **ASSIGNMENT AND ENCUMBRANCE**

10.1 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.

10.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 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 of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City 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 City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City 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.

10.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

10.5 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. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

10.6 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 XI

RECORDATION AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) 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. This

Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except for the obligations of Developer, its successors and assigns, for compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an “End-Buyer”).

11.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer’s request for an estoppel certificate for each request in excess of one (1) per calendar year.

ARTICLE XII **ADDITIONAL PROVISIONS**

12.1 Prior DA Termination. The Parties hereby terminate the Prior DA effective on the Effective Date of this Agreement.

12.2 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.

12.3 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
E-mail: jlaumer@celina-tx.gov
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:

Attn: Phillip Thompson, President
 HFI Celina Realty, LLC
 4143 Maple Avenue, Ste. 350
 Dallas, TX 75219
 E-mail: pthompson@hershfi.com
 TEL: (469) 576-0923

With a copy to:

Attn: Mindy L. Koehne
 Coats Rose, P.C.
 16000 North Dallas Parkway, Suite 350
 Dallas, Texas 75248
 E-mail: mkoehne@coatsrose.com
 TEL: (281) 755-3836

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.

12.4 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.

12.5 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.6 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.

12.7 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.

12.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Open Space Improvements
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Wastewater Improvements
Exhibit I	Preliminary HOA Education Support Agreement with Preliminary CCR Terms
Exhibit J	Consent Resolution

12.14 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.

12.15 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.

12.16 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.

12.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

12.18 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.

12.19 Certifications. The Developer certifies:

- (a) Pursuant to Texas Government Code Chapter 2271, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term “boycott Israel” as used in

- this paragraph has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended; and
- (b) Pursuant to Texas Government Code, Chapter 2252, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, their parent companies, nor their common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (c) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Developer certifies that it is not a company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
 - (d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), the Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(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, City Secretary

STATE OF TEXAS §

§

COUNTY OF COLLIN §

§

This instrument was acknowledged before me on the ____ day of _____, 2023, by Sean Terry, 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 (O'Donnell (HFI & Rainwater Crossing) – Development Agreement)

DEVELOPER:

HFI Celina Realty, LLC,
a Texas limited liability company

By: _____
Name: Phillip Thompson
Title: Managing Director/President

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 Phillip Thompson, Managing Director and President of HFI Celina Realty, LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

EXHIBIT A

DESCRIPTION OF THE PROPERTY

BEING a 640.575 Acres tract of land situated in the following Abstract; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, the G. Joy Survey, Abstract No. 488, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being all of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being all of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4516 Page 1563 of the Official Public Records of Collin County, Texas, and being all of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being all of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being all of a called 265.679 acre tract conveyed to The O'Donnell Sterling Deason Trust, as recorded in County Clerks No. 20190213000153000, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in County Road 128 at a Mag Nail found for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2.0637 acre tract as conveyed to Ojilvia and Porfirio Paulino in Volume 5674, Page 3250 of the Official Public Records of Collin County, Texas;
THENCE S 89°27'50" W with County Road 130 a distance of 1650.06' to a Mag Nail found for corner;
THENCE N 06°51'11" E a distance of 117.38' to a point for corner in the center of Long Branch Creek;
THENCE N 39°16'40" E a distance of 364.43' to a point for corner in the center of Long Branch Creek;
THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;
THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;
THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;
THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;
THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" found for corner;
THENCE N 16°19'21" W a distance of 169.11' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 265.679 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;
THENCE N 89°03'00" W following County Road No. 132 and the south line of said 265.679 acre tract a distance of 639.45' to a 1/2" iron rod found for corner;
THENCE S 00°08'30" E following County Road No. 132 a distance of 1884.04' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in County Road 130;
THENCE S 89°28'51" W following County Road No. 130 a distance of 1772.15' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;
THENCE N 00°24'59" W a distance of 591.33' to a point for corner, said point being the southeast corner of a 6.10 acre tract conveyed to David and Kelly Simmonds as recorded in County Clerks No. 20201207002188930, Land Records of Collin County, Texas;
THENCE N 00°57'35" W following the east line of said 6.10 acre tract a distance of 542.42' to a 1/2" iron rod found for corner at the northeast corner of said 6.10 acre tract and being the southeast corner of a called 9.943 acre tract conveyed to Daniel & Misty Simons as recorded in County Clerks No. 20070816001143760, Land Records of Collin County, Texas;
THENCE N 00°29'51" W following the east line of said 9.943 acre tract a distance of 550.18' to a 5/8" iron rod found for corner at the northeast corner of said 9.943 acre tract and also being the southeast corner of a called Tract 3 as conveyed to Joe & Janice Stalling as recorded in County Clerks No. 93-0075959, Land Records of Collin County, Texas;

Attachment: Draft Agreement (O'Donnell (HFI & Rainwater Crossing) – Development Agreement)

THENCE N 00°38'01" E following the east line of said Tract 3 a distance of 247.35' to a 1" iron pipe found for corner;

THENCE N 00°21'11" W following the west line of said 265.679 acre tract and the east line of said Tract 3 a distance of 352.84' to a 1/2" iron rod found for corner at the northeast corner of said Tract 3. said iron rod being at the ell corner of said 265.679 acre tract;

THENCE S 89°26'15" W following the North line of Tract 3 and 1 of said Stalling's tract a distance of 798.39' to a 1/2" iron rod found for corner being the northwest corner of said Tract 1, said iron rod being in the east line of a called 26.781 acre tract conveyed to Alfredo and Maria Rangel as recorded in County Clerks No. 95-0076857, Land Records of Collin County, Texas;

THENCE N 01°12'20" E following the east line of said 26.781 acres tract a distance of 946.86' to a point for corner;

THENCE N 00°32'47" E following the east line of said 26.781 acres tract a distance of 115.03' to a 1/2" iron rod found for corner at the northeast corner of said 26.781 acres tract and said iron rod being at the southeast corner of said called 21.335 acre tract;

THENCE S 89°40'54" W following the north line of said 26.781 acres tract a distance of 159.40' to a point;

THENCE N 57°15'30" W following the north line of said 26.781 acres tract a distance of 62.20' to a point;

THENCE N 85°53'33" W following the north line of said 26.781 acres tract a distance of 606.55' to the northwest corner of said 26.781 acres and the southwest corner said 21.335 acre tract;

THENCE N 00°20'26" E a distance of 1099.94' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the south line of said DC Ranch, Phase 2 Addition;

THENCE N 89°15'47" E following the south line of said DC Ranch, Phase 2 Addition a distance of 813.44' to a 1/2" iron pipe found for corner in the north line of said 265.679 acre tract, said iron pipe also being at the southeast corner of the DC Ranch, Phase 2 Addition as recorded in Volume 2015, Page 686, Land Records of Collin County, Texas;

THENCE S 80°03'38" E following the north line of said 265.679 acre tract a distance of 3266.08' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the west shoulder of County Road No. 132, said iron rod being in the west line of said called 93.492 acre tract;

THENCE N 00°26'31" W with the west line of said called 93.492 acre tract a distance of 23.80' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 86°37'27" E a distance of 30.04' to a point for corner at the northwest corner of a tract conveyed to Collin County as recorded in C.C. No. 20120830001083660, L.R.C.C.T.;

THENCE S 00°27'17" E following the west line of said Collin County tract a distance of 114.67' to a point for corner at the southwest of said Collin County Tract;

THENCE N 89°32'43" E following the south line of said Collin County tract a distance of 13.75' to a point for corner at the southeast of said Collin County tract;

THENCE N 03°37'26" E following the east line of said Collin County tract a distance of 85.85' to a point for corner;

THENCE N 30°42'10" E following the east line of said Collin County tract a distance of 36.23' to a point for corner at the northeast of said Collin County tract;

THENCE N 86°38'14" E a distance of 713.57' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Marlyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20201117002043000 of the Official Public Records of Collin County, Texas;

THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;

THENCE N 89°57'50" E passing the southeast corner of said 1.886 acre tract, same being the southwest corner of a called 9.831 acre tract conveyed to Michael Herbert as recorded in County Clerks No. 20121026001367720, of the Official Public Records of Collin County, Texas, and continuing in all a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 9.813 acre tract;

THENCE N 00°20'24" W a distance of 203.83' to a 3/8" iron rod found for the southwest corner of a called 22.000 acre tract as conveyed to Malcolm Lillard in Document No. 94- 0029596 of the Official Public Records of Collin County, Texas;

THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;

THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul Guerreo in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;

THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;

THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;

THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;

THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;

THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;

THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;

THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;

THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;

THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'34" W with the center line of the creek a distance of 128.12' to a point for corner;

THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.92' to the **POINT OF BEGINNING**, and containing 27,903,427 square feet or 640.575 acres of land, more or less.

EXHIBIT B **DEPICTION OF THE PROPERTY**

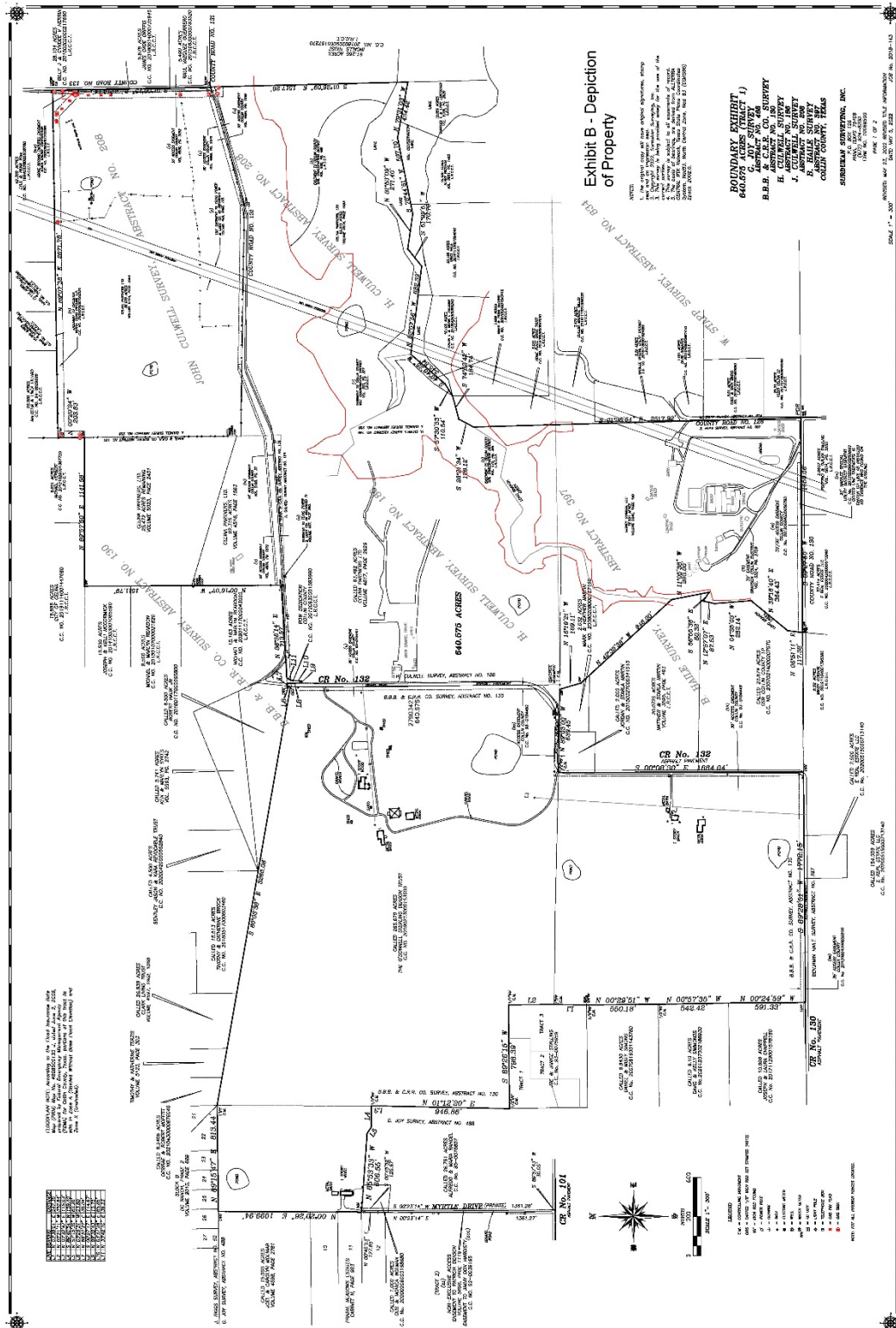


EXHIBIT C

CONCEPT PLAN

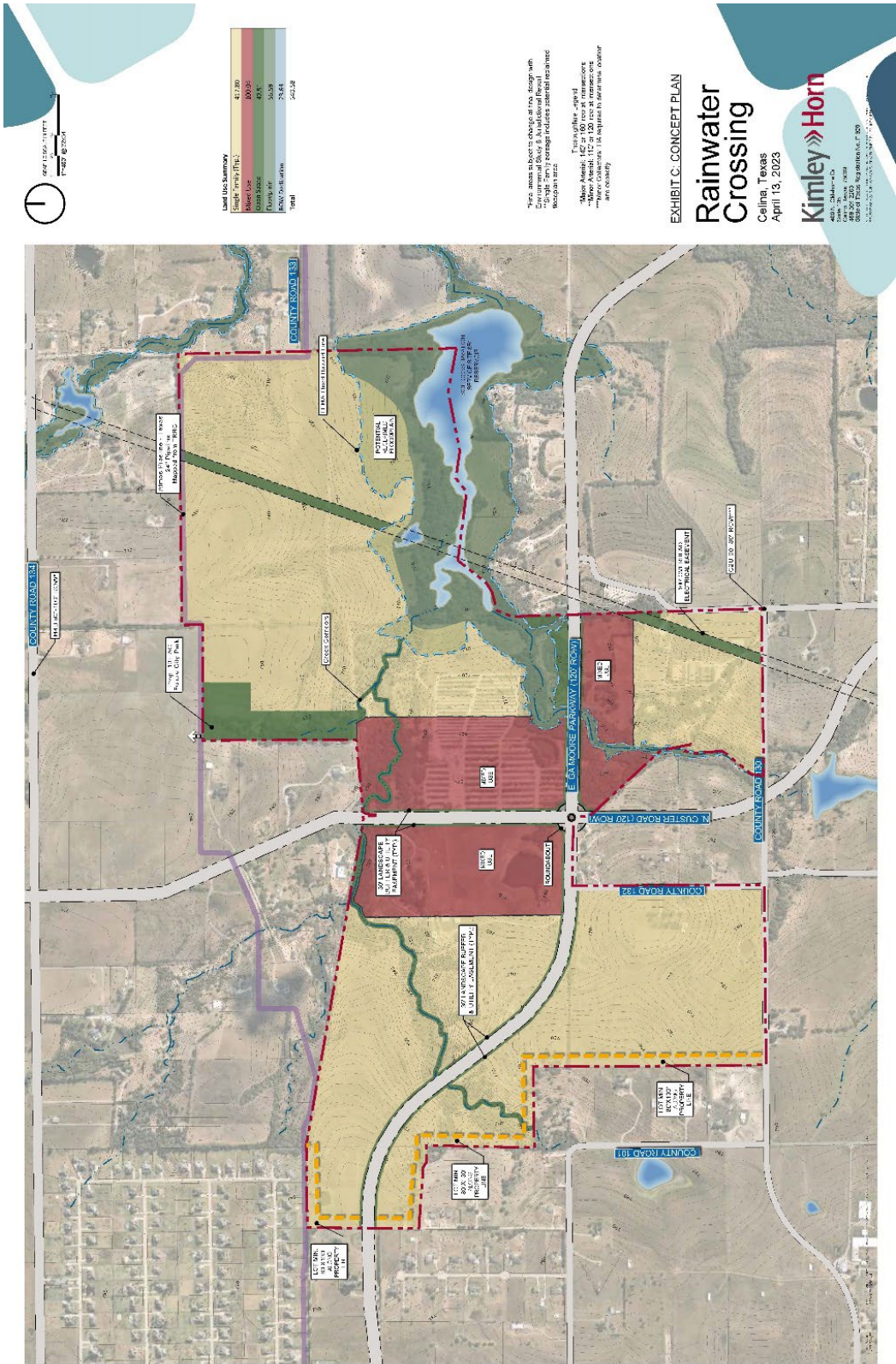


EXHIBIT D

DEVELOPMENT STANDARDS

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, 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 along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities & Open Space:

- Trails shall generally be provided along the gas easement, creeks, floodplains, perimeter rights-of-way, and around detention ponds per City regulations, in addition to meeting all other connectivity and internal pedestrian requirements as shown on the Trails and Open Space Plan.
- Adherence to the Neighborhood Vision Book (NVB) shall be accomplished in accordance with Section 4.7(a) of this Agreement by useable open space that is amenitized or otherwise programmed (excludes perimeter landscape buffers) and distributed well throughout. Floodplains, creeks, and easements may be considered useable when amenitized.
- One (1) large amenity center shall be provided (generally in the northwest quadrant) that contains bathrooms, swimming pool, shade structure, playground, dog park or sports court, and smaller amenities, such as fire pits, gathering areas, etc.
- Three (3) small amenity centers shall be provided (generally in the other 3 quadrants) that contain bathrooms, swimming pool or splash pad, shade structure, playground, and smaller amenities. One (1) of the three (3) small amenity centers must include a swimming pool.

Design Standards:

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Regulations, and all other applicable City ordinances, as may be amended, except where otherwise described herein and below:

- The landscape buffers along E. GA Moore Parkway and N. Custer Road shall be no less than 30 feet in width and shall be permitted to serve as a dual-purpose utility easement(s).
- Access shall be preserved for the future park to the north.

Mixed-Use (MU) Tracts:

The Mixed-Use tracts shall generally develop per the MU (Mixed-Use) zoning district, except as follows:

- A minimum of 20 acres shall be reserved for C (Commercial, Retail, & Office)
- A maximum of 1,000 units may develop as MF-2 or MF-3
- A maximum of 300 units may develop as MF-0
- Parking may be 1.6 spaces per unit
- Single family detached or attached residential lots developed in the MU Tracts may be developed as “SF-R” or “SF-A” as stated herein and are in addition to the lot maximums specified herein for the “SF-R” and “SF-A” Lots.

Single Family Residential Detached (SF-R) Tracts:

Neighborhoods shall generally develop per the SF-R (Single Family Residential) detached zoning district, except as follows:

- Maximum Density within SF-R Tracts shall be 2,200
- Lots adjacent to existing estate residential neighborhoods, such as DC Ranch, shall be a minimum 80’ in width as shown on the concept plan.
- All lots less than 50’ in width require alleys
- The following lot mix shall apply:
 - Minimum 10% of SF-R lots shall be 70’ wide lots or larger
 - Minimum 20% of SF-R lots shall be 60’ wide lots or larger
 - Maximum of 60% of SF-R lots shall be 50’ wide or less
 - Maximum of 35% of SF-R lots shall be 40’ wide or less
 - Maximum of 500 units may be townhomes (SF-A)
- The minimum front & rear sliding setbacks shall be 35’ for SF-R and 30’ for SF-A (excluding garage) with the minimum of either setback being 10 feet.
- The minimum lot width (at building line) for SF-A shall be 20’.
- The minimum side yard setbacks for all SF lots sizes other than SF-A shall be 5’ or 0’/10’ if developed as zero lot line product.
- Lot coverage percentages shall not apply but shall not exceed the minimum setbacks set forth above.
- Where front porches are provided, they shall be permitted to encroach a maximum of five (5) feet into the front yard setback line.
- Differential finish grades on driveways may be up to a maximum 12% slope.

EXHIBIT E
OPEN SPACE IMPROVEMENTS

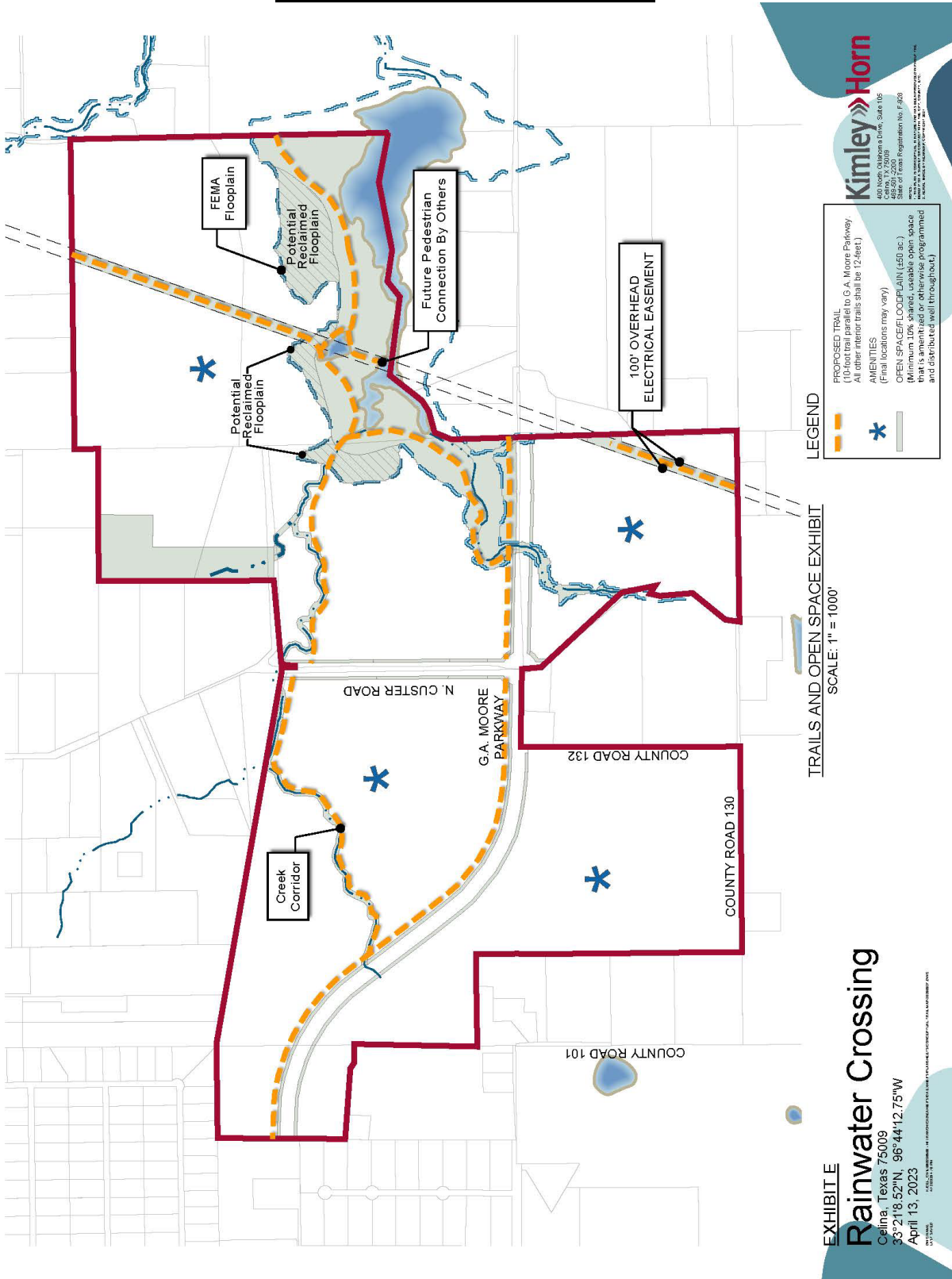


EXHIBIT F
ROADWAY IMPROVEMENTS

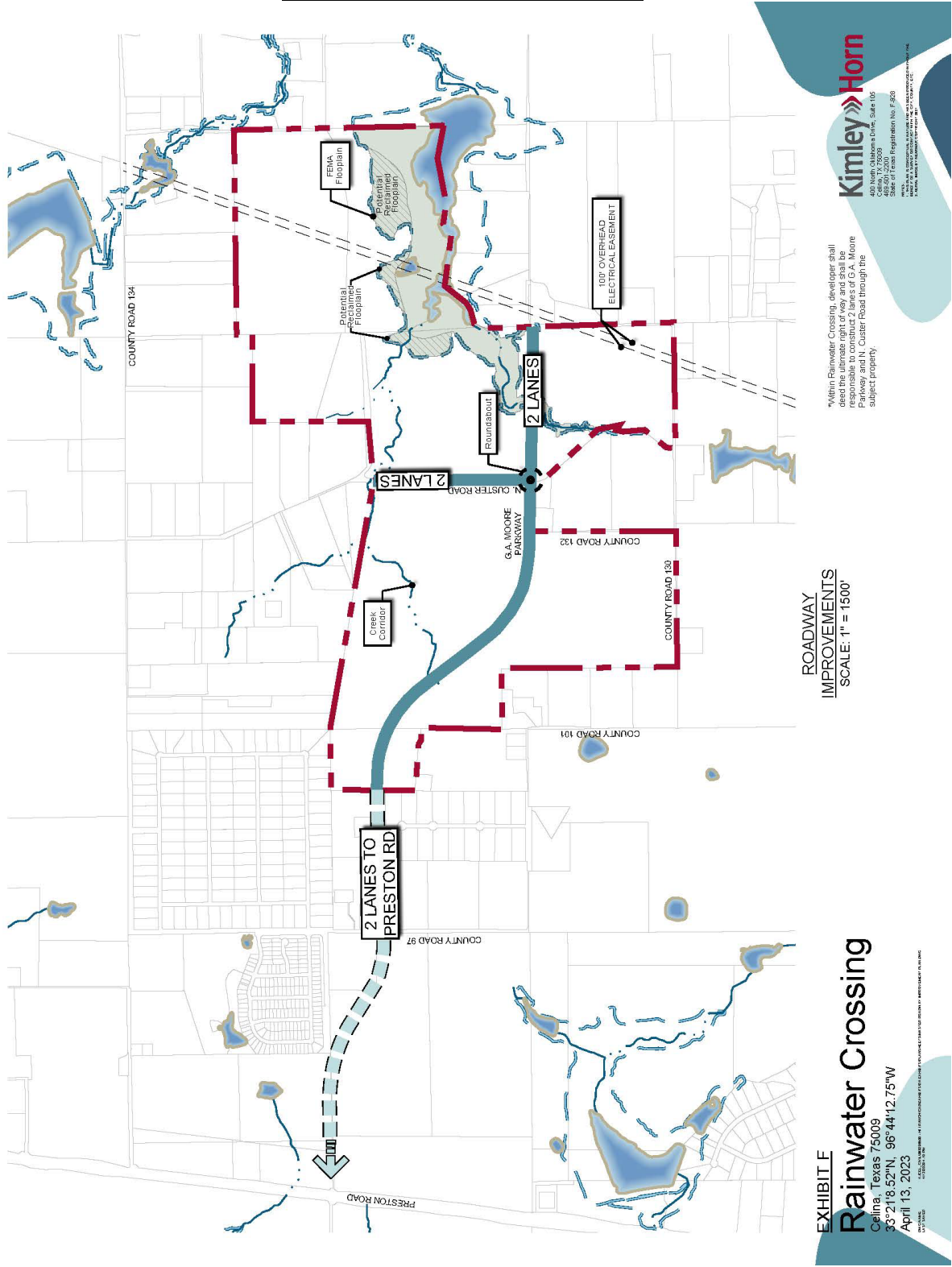


EXHIBIT G
WATER IMPROVEMENTS

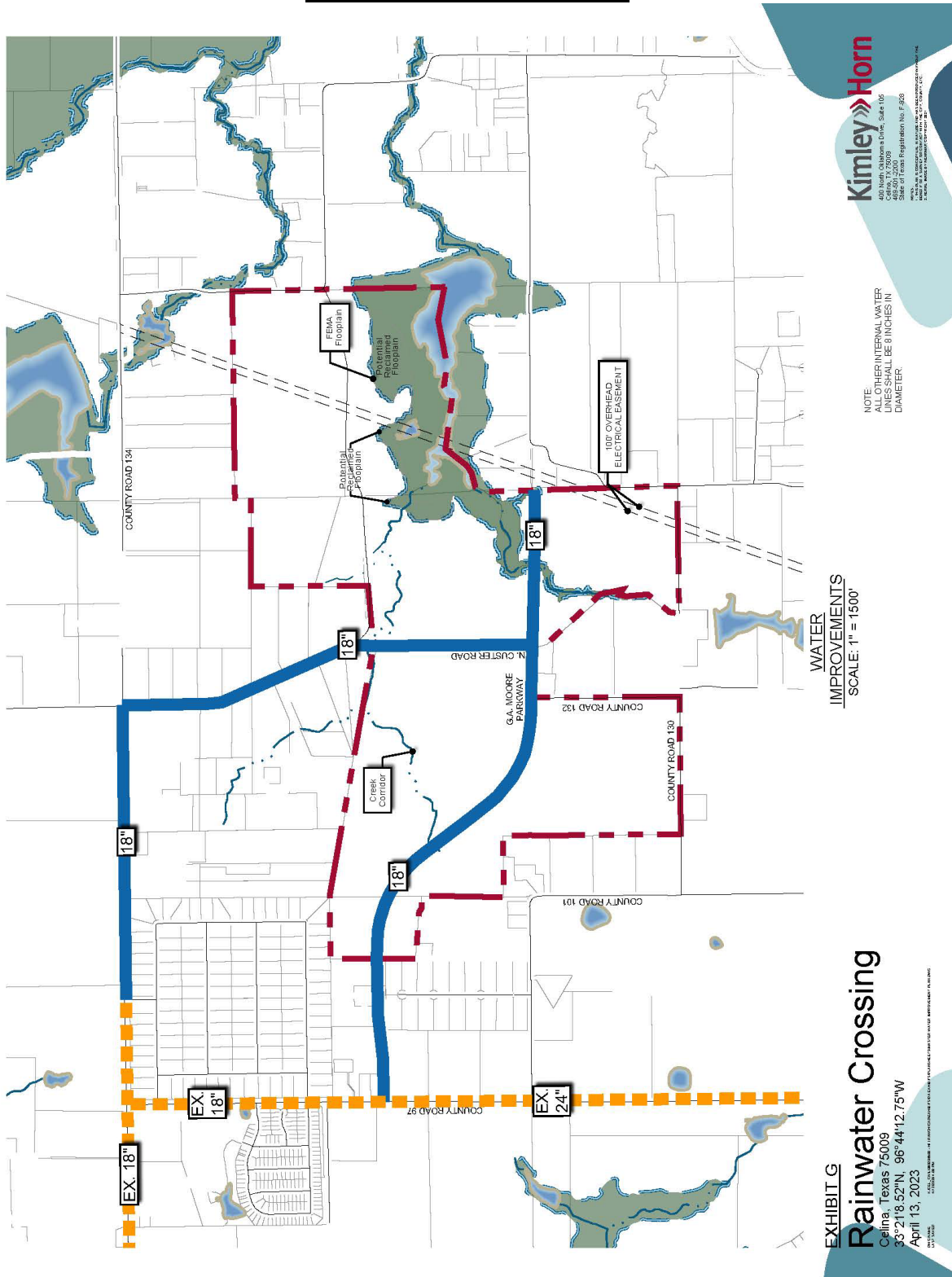


EXHIBIT H

WASTEWATER IMPROVEMENTS

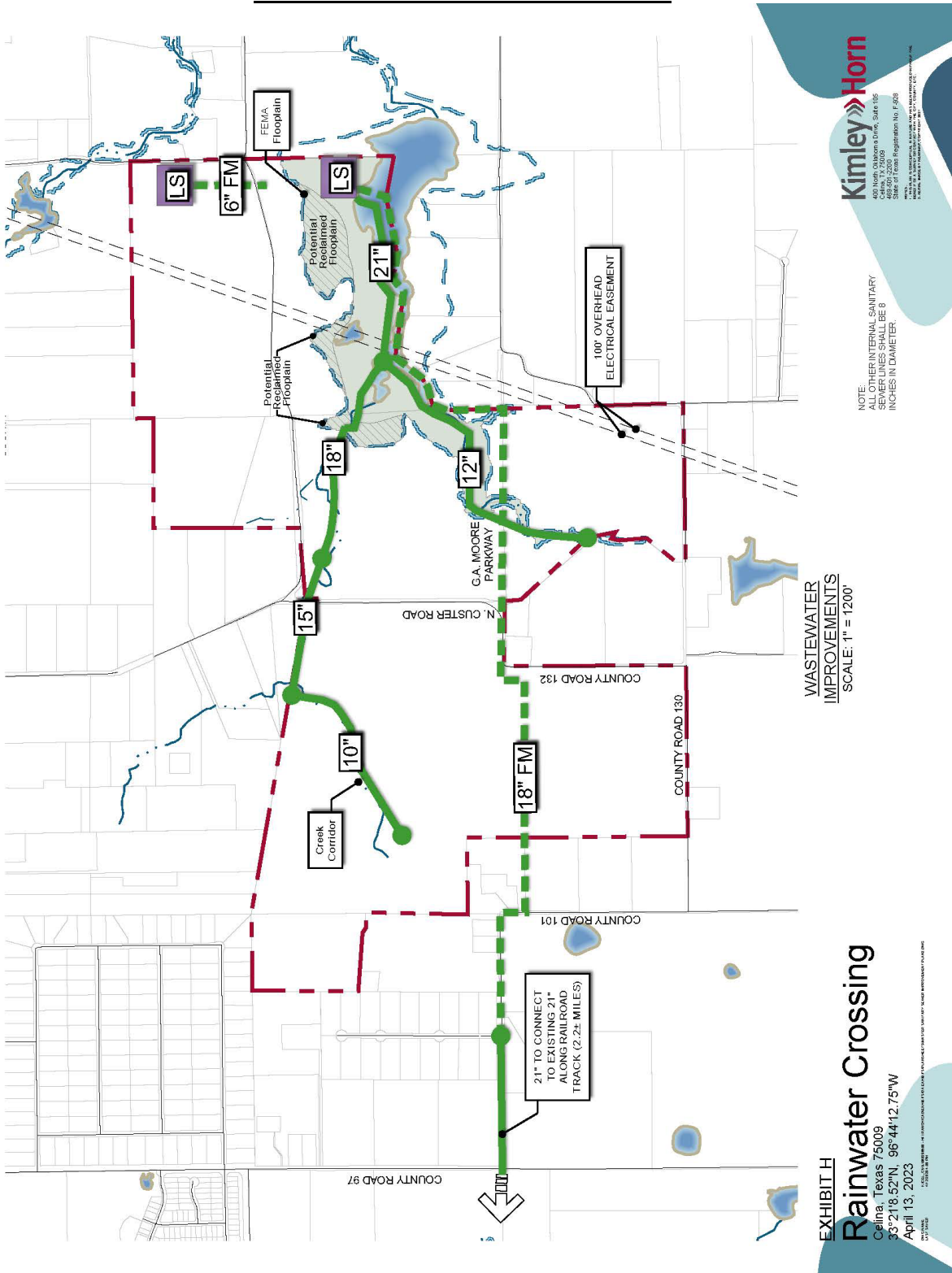


EXHIBIT I
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this “Agreement”) is made between (INSERT NAME OF HOA) (the “HOA”) and the Celina Association of Renaissance Excellence (“CARE”), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a “Party” or collectively as the “Parties”. The effective date of this Agreement (the “Effective Date”) shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners’ association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as “_____” (the “Community”), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the “Master Covenant”); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the “Fund”), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life (“Community Benefits”); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District (“CISD”) to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the “Donations”); and

WHEREAS, CARE hereby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a “private transfer fee” and that all Fund contributions arising from the sale and resale of homes within the Community (the “Contributions”) qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as 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.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the “CCC”). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a “Home”); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of \$400,000 would generate a \$400 contribution; (c) that all Contributions shall be deposited into the Fund’s account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCLUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property. The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.

ADDITIONAL PROVISIONS

2.1 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; and (c) 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.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address; or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

With a Copy to:

If to HOA:

With a Copy to:

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the

execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

HOA:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF ____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20____, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (O'Donnell (HFI & Rainwater Crossing) – Development Agreement)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20____, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (O'Donnell (HFI & Rainwater Crossing) – Development Agreement)

EXHIBIT A—PROPERTY DESCRIPTION

BEING a 640.575 Acres tract of land situated in the following Abstract; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, the G. Joy Survey, Abstract No. 488, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being all of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being all of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4516 Page 1563 of the Official Public Records of Collin County, Texas, and being all of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being all of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being all of a called 265.679 acre tract conveyed to The O'Donnell Sterling Deason Trust, as recorded in County Clerks No. 20190213000153000, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in County Road 128 at a Mag Nail found for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2.0637 acre tract as conveyed to Ojilvia and Porfirio Paulino in Volume 5674, Page 3250 of the Official Public Records of Collin County, Texas;
THENCE S 89°27'50" W with County Road 130 a distance of 1650.06' to a Mag Nail found for corner;
THENCE N 06°51'11" E a distance of 117.38' to a point for corner in the center of Long Branch Creek;
THENCE N 39°16'40" E a distance of 364.43' to a point for corner in the center of Long Branch Creek;
THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;
THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;
THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;
THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;
THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" found for corner;
THENCE N 16°19'21" W a distance of 169.11' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 265.679 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;
THENCE N 89°03'00" W following County Road No. 132 and the south line of said 265.679 acre tract a distance of 639.45' to a 1/2" iron rod found for corner;
THENCE S 00°08'30" E following County Road No. 132 a distance of 1884.04' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in County Road 130;
THENCE S 89°28'51" W following County Road No. 130 a distance of 1772.15' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;
THENCE N 00°24'59" W a distance of 591.33' to a point for corner, said point being the southeast corner of a 6.10 acre tract conveyed to David and Kelly Simmonds as recorded in County Clerks No. 20201207002188930, Land Records of Collin County, Texas;
THENCE N 00°57'35" W following the east line of said 6.10 acre tract a distance of 542.42' to a 1/2" iron rod found for corner at the northeast corner of said 6.10 acre tract and being the southeast corner of a called 9.943 acre tract conveyed to Daniel & Misty Simons as recorded in County Clerks No. 20070816001143760, Land Records of Collin County, Texas;
THENCE N 00°29'51" W following the east line of said 9.943 acre tract a distance of 550.18' to a 5/8" iron rod found for corner at the northeast corner of said 9.943 acre tract and also being the southeast corner of a called Tract 3 as conveyed to Joe & Janice Stalling as recorded in County Clerks No. 93-0075959, Land Records of Collin County, Texas;
THENCE N 00°38'01" E following the east line of said Tract 3 a distance of 247.35' to a 1" iron pipe found for corner;

THENCE N 00°21'11" W following the west line of said 265.679 acre tract and the east line of said Tract 3 a distance of 352.84' to a 1/2" iron rod found for corner at the northeast corner of said Tract 3. said iron rod being at the ell corner of said 265.679 acre tract;

THENCE S 89°26'15" W following the North line of Tract 3 and 1 of said Stalling's tract a distance of 798.39' to a 1/2" iron rod found for corner being the northwest corner of said Tract 1, said iron rod being in the east line of a called 26.781 acre tract conveyed to Alfredo and Maria Rangel as recorded in County Clerks No. 95-0076857, Land Records of Collin County, Texas;

THENCE N 01°12'20" E following the east line of said 26.781 acres tract a distance of 946.86' to a point for corner;

THENCE N 00°32'47" E following the east line of said 26.781 acres tract a distance of 115.03' to a 1/2" iron rod found for corner at the northeast corner of said 26.781 acres tract and said iron rod being at the southeast corner of said called 21.335 acre tract;

THENCE S 89°40'54" W following the north line of said 26.781 acres tract a distance of 159.40' to a point;

THENCE N 57°15'30" W following the north line of said 26.781 acres tract a distance of 62.20' to a point;

THENCE N 85°53'33" W following the north line of said 26.781 acres tract a distance of 606.55' to the northwest corner of said 26.781 acres and the southwest corner said 21.335 acre tract;

THENCE N 00°20'26" E a distance of 1099.94' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the south line of said DC Ranch, Phase 2 Addition;

THENCE N 89°15'47" E following the south line of said DC Ranch, Phase 2 Addition a distance of 813.44' to a 1/2" iron pipe found for corner in the north line of said 265.679 acre tract, said iron pipe also being at the southeast corner of the DC Ranch, Phase 2 Addition as recorded in Volume 2015, Page 686, Land Records of Collin County, Texas;

THENCE S 80°03'38" E following the north line of said 265.679 acre tract a distance of 3266.08' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the west shoulder of County Road No. 132, said iron rod being in the west line of said called 93.492 acre tract;

THENCE N 00°26'31" W with the west line of said called 93.492 acre tract a distance of 23.80' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 86°37'27" E a distance of 30.04' to a point for corner at the northwest corner of a tract conveyed to Collin County as recorded in C.C. No. 20120830001083660, L.R.C.C.T.;

THENCE S 00°27'17" E following the west line of said Collin County tract a distance of 114.67' to a point for corner at the southwest of said Collin County Tract;

THENCE N 89°32'43" E following the south line of said Collin County tract a distance of 13.75' to a point for corner at the southeast of said Collin County tract;

THENCE N 03°37'26" E following the east line of said Collin County tract a distance of 85.85' to a point for corner;

THENCE N 30°42'10" E following the east line of said Collin County tract a distance of 36.23' to a point for corner at the northeast of said Collin County tract;

THENCE N 86°38'14" E a distance of 713.57' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Marlyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20201117002043000 of the Official Public Records of Collin County, Texas;

THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;

THENCE N 89°57'50" E passing the southeast corner of said 1.886 acre tract, same being the southwest corner of a called 9.831 acre tract conveyed to Michael Herbert as recorded in County Clerks No. 20121026001367720, of the Official Public Records of Collin County, Texas, and continuing in all a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 9.813 acre tract;

THENCE N 00°20'24" W a distance of 203.83' to a 3/8" iron rod found for the southwest corner of a called 22.000 acre tract as conveyed to Malcolm Lillard in Document No. 94- 0029596 of the Official Public Records of Collin County, Texas;

THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;

THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul Guerreo in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;

THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;

THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;

THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;

THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;

THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;

THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;

THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;

THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;

THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'34" W with the center line of the creek a distance of 128.12' to a point for corner;

THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.92' to the **POINT OF BEGINNING**, and containing 27,903,427 square feet or 640.575 acres of land, more or less.

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

“**Association**” means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

“**Board**” means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

“**Community**” refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

“**Community Enhancement Fee**” means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of \$400,000 would generate a \$400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

“**Community Investment Fund**” means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

“**Condominium Unit**” means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

“**Lot**” means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

“**Majority**” means more than half.

“**Transfer**” means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but “Transfer” shall not mean or include grants or conveyances expressly excluded under this Covenant.

“Transferred Price” means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, “valuation” means the appraised value without giving effect to any applicable tax exemptions.

“Transferee” means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

“Transferor” means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX **COMMUNITY ENHANCEMENT FEE**

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

- (a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be \$400 for the Transfer of a \$400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) **Liability for the Community Enhancement Fee.** If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) **Deposit of Community Enhancement Fee into Community Investment Fund.** On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) **Due on Closing and Method for Payment.** Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the “**Community Enhancement Fee Report**”) which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) **Disbursements.** Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) **Community Enhancement Fee Lien and Foreclosure.** Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured

by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

- i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any city, county, municipality, district or other political subdivision thereof.
- ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or its respective successors or assignees.
- iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.
- iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.
- v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, “**Development Owner**” means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and “**Homebuilder**” means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.
- vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person’s stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.
- vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.
- viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.
- ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.
- x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.
- xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a “**Holding Company**”), or (ii) to a corporation or entity whose stock or other equity securities are owned,

- directly or indirectly, one-hundred percent (100%) by such Holding Company.
- xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.
- xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

EXHIBIT J
FORM OF CONSENT RESOLUTION TO MMD CREATION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF RAINWATER CROSSING MUNICIPAL MANAGEMENT DISTRICT OF COLLIN COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA

WHEREAS, HFI Celina Realty, LLC, a Texas limited liability company (the "Petitioner"), desires that the City of Celina, Texas consent to the creation of Rainwater Crossing Municipal Management District of Collin County to serve the approximately 640.575 acres of land, more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes (the "District"); and

WHEREAS, the land to be included within the District is located wholly within the corporate limits of the City of Celina, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas a Petition for Consent to Creation of Rainwater Crossing Municipal Management District of Collin County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City and Petitions have entered into that certain Development Agreement dated _____, 2023 and filed of record in _____ County as Instrument No. _____ (the "Agreement"); and

WHEREAS, the City Council of the City of Celina, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. That the City Council of the City of Celina ("City") hereby resolves that:

1. The District may construct or finance improvements subject to the terms of state law and the Agreement;
2. The boundaries of the District cannot be expanded more than 150 acres, which must be located in the City's corporate limits, and express consent of the City Council evidenced by a resolution is required for the addition of land; and

3. The District may issue bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system and in the manner consistent with state law subject solely to the terms of the Agreement and the City acknowledges and agrees that no further consent of the City is required for the issuance of any obligations by the District.

The Mayor Pro-Tem and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 2. That this resolution take effect immediately from and after its passage and is accordingly so resolved.

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

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Attachment: Draft Agreement (O'Donnell (HFI & Rainwater Crossing) – Development Agreement)

Exhibit "A"
LEGAL DESCRIPTION

BEING a 640.575 Acres tract of land situated in the following Abstract; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, the G. Joy Survey, Abstract No. 488, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being all of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being all of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4516 Page 1563 of the Official Public Records of Collin County, Texas, and being all of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being all of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being all of a called 265.679 acre tract conveyed to The O'Donnell Sterling Deason Trust, as recorded in County Clerks No. 20190213000153000, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING in County Road 128 at a Mag Nail found for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2.0637 acre tract as conveyed to Ojilvia and Porfirio Paulino in Volume 5674, Page 3250 of the Official Public Records of Collin County, Texas;
THENCE S 89°27'50" W with County Road 130 a distance of 1650.06' to a Mag Nail found for corner;
THENCE N 06°51'11" E a distance of 117.38' to a point for corner in the center of Long Branch Creek;
THENCE N 39°16'40" Ea distance of 364.43' to a point for corner in the center of Long Branch Creek;
THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;
THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;
THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;
THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;
THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" found for corner;
THENCE N 16°19'21" W a distance of 169.11' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 265.679 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;
THENCE N 89°03'00" W following County Road No. 132 and the south line of said 265.679 acre tract a distance of 639.45' to a 1/2" iron rod found for corner;
THENCE S 00°08'30" E following County Road No. 132 a distance of 1884.04' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in County Road 130;

Attachment: Draft Agreement (O'Donnell (HFI & Rainwater Crossing) – Development Agreement)

THENCE S 89°28'51" W following County Road No. 130 a distance of 1772.15' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 00°24'59" W a distance of 591.33' to a point for corner, said point being the southeast corner of a 6.10 acre tract conveyed to David and Kelly Simmonds as recorded in County Clerks No. 20201207002188930, Land Records of Collin County, Texas;

THENCE N 00°57'35" W following the east line of said 6.10 acre tract a distance of 542.42' to a 1/2" iron rod found for corner at the northeast corner of said 6.10 acre tract and being the southeast corner of a called 9.943 acre tract conveyed to Daniel & Misty Simons as recorded in County Clerks No. 20070816001143760, Land Records of Collin County, Texas;

THENCE N 00°29'51" W following the east line of said 9.943 acre tract a distance of 550.18' to a 5/8" iron rod found for corner at the northeast corner of said 9.943 acre tract and also being the southeast corner of a called Tract 3 as conveyed to Joe & Janice Stalling as recorded in County Clerks No. 93-0075959, Land Records of Collin County, Texas;

THENCE N 00°38'01" E following the east line of said Tract 3 a distance of 247.35' to a 1" iron pipe found for corner;

THENCE N 00°21'11" W following the west line of said 265.679 acre tract and the east line of said Tract 3 a distance of 352.84' to a 1/2" iron rod found for corner at the northeast corner of said Tract 3. said iron rod being at the ell corner of said 265.679 acre tract;

THENCE S 89°26'15" W following the North line of Tract 3 and 1 of said Stalling's tract a distance of 798.39' to a 1/2" iron rod found for corner being the northwest corner of said Tract 1, said iron rod being in the east line of a called 26.781 acre tract conveyed to Alfredo and Maria Rangel as recorded in County Clerks No. 95-0076857, Land Records of Collin County, Texas;

THENCE N 01°12'20" E following the east line of said 26.781 acres tract a distance of 946.86' to a point for corner;

THENCE N 00°32'47" E following the east line of said 26.781 acres tract a distance of 115.03' to a 1/2" iron rod found for corner at the northeast corner of said 26.781 acres tract and said iron rod being at the southeast corner of said called 21.335 acre tract;

THENCE S 89°40'54" W following the north line of said 26.781 acres tract a distance of 159.40' to a point;

THENCE N 57°15'30" W following the north line of said 26.781 acres tract a distance of 62.20' to a point;

THENCE N 85°53'33" W following the north line of said 26.781 acres tract a distance of 606.55' to the northwest corner of said 26.781 acres and the southwest corner said 21.335 acre tract;

THENCE N 00°20'26" E a distance of 1099.94' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the south line of said DC Ranch, Phase 2 Addition;

THENCE N 89°15'47" E following the south line of said DC Ranch, Phase 2 Addition a distance of 813.44' to a 1" iron pipe found for corner in the north line of said 265.679 acre tract, said iron pipe also being at the southeast corner of the DC Ranch, Phase 2 Addition as recorded in Volume 2015, Page 686, Land Records of Collin County, Texas;

THENCE S 80°03'38" E following the north line of said 265.679 acre tract a distance of 3266.08' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the west shoulder of County Road No. 132, said iron rod being in the west line of said called 93.492 acre tract;

THENCE N 00°26'31" W with the west line of said called 93.492 acre tract a distance of 23.80' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 86°37'27" E a distance of 30.04' to a point for corner at the northwest corner of a tract conveyed to Collin County as recorded in C.C. No. 20120830001083660, L.R.C.C.T.;
THENCE S 00°27'17" E following the west line of said Collin County tract a distance of 114.67' to a point for corner at the southwest of said Collin County Tract;
THENCE N 89°32'43" E following the south line of said Collin County tract a distance of 13.75' to a point for corner at the southeast of said Collin County tract;
THENCE N 03°37'26" E following the east line of said Collin County tract a distance of 85.85' to a point for corner;
THENCE N 30°42'10" E following the east line of said Collin County tract a distance of 36.23' to a point for corner at the northeast of said Collin County tract;
THENCE N 86°38'14" E a distance of 713.57' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Marlyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20201117002043000 of the Official Public Records of Collin County, Texas;
THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;
THENCE N 89°57'50" E passing the southeast corner of said 1.886 acre tract, same being the southwest corner of a called 9.831 acre tract conveyed to Michael Herbert as recorded in County Clerks No. 20121026001367720, of the Official Public Records of Collin County, Texas, and continuing in all a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 9.813 acre tract;
THENCE N 00°20'24" W a distance of 203.83' to a 3/8" iron rod found for the southwest corner of a called 22.000 acre tract as conveyed to Malcolm Lillard in Document No. 94- 0029596 of the Official Public Records of Collin County, Texas;
THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;
THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul Guerreo in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;
THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;
THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;
THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;
THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;
THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;
THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;
THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;
THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;

THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'34" W with the center line of the creek a distance of 128.12' to a point for corner;

THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.92' to the **POINT OF BEGINNING**, and containing 27,903,427 square feet or 640.575 acres of land, more or less.



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, Interim City Manager
Date: July 11, 2023
Re: Anthemnet - Frontier Lift Station Cell Tower - Specific Use Permit

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a Communication Antenna Tower on approximately 2 acres; generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, within the City Limits. (Anthemnet - Frontier Lift Station Cell Tower – Specific Use Permit) (McAfee)

Applicant:

C. A. Bass, LLC
11710 FM 2661
Tyler, TX 75709

Background Information:

The applicant's request is for a Communication Antenna Tower within the Frontier Lift Station compound north of Frontier Parkway and west of Pebble Creek Drive. A Specific Use Permit is required for this use within Single-Family Residential, Estate District (SF-E) zoning. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
Staff Presentation
Draft Ordinance

Staff Recommendation:

Staff recommends approval.



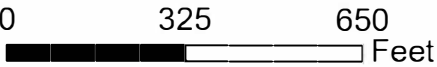
Attachment: Location Map (Anthemnet - Frontier Lift Station Cell Tower – Specific Use Permit)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

**Frontier Lift Station Cell Tower
Location Map
City of Celina**

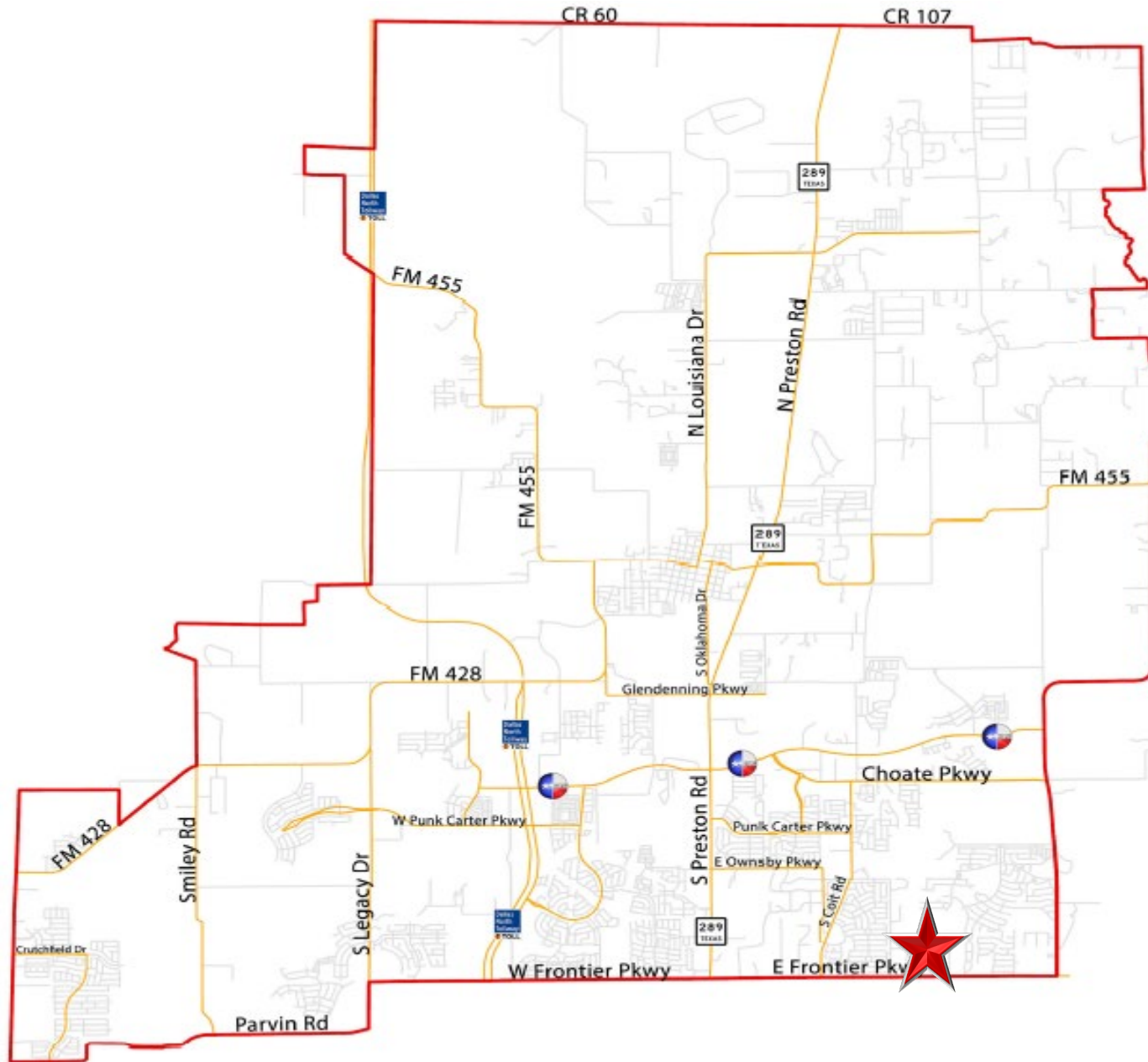
5/24/2023



COMMUNICATION TOWER (FRONTIER LIFT STATION) Specific Use Permit

City Council
July 11, 2023







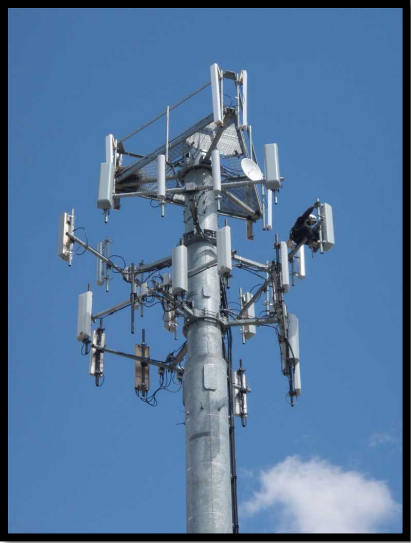
LOCATION MAP

The subject property is generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive

BACKGROUND

- The subject property is approximately 2 acres
- The property was annexed into City Limits in 2001
- The property was zoned to Single-Family Estate (SF-E) Zoning District in 2006
- The City purchased the subject property in 2015 for the construction of a lift station

UNREGULATED TOWERS



MONOPOLE/STEALTH/UNIPOLE TOWERS



EXISTING CONDITIONS / PROPOSED



Attachment: Staff Presentation (Anthemnet - Frontier Lift Station Cell Tower - Specific

EXISTING CONDITIONS / PROPOSED



Attachment: Staff Presentation (Anthemnet - Frontier Lift Station Cell Tower - Specific

EXISTING CONDITIONS / PROPOSED



Attachment: Staff Presentation (Anthemnet - Frontier Lift Station Cell Tower - Specific

POLICY CONSIDERATIONS

- Modern design standards apply (masonry wall, landscaping, unipole design, etc.)
- Communication towers are considered critical infrastructure and will construct in the area
- The City retains more control being the lessor
- Maximum height of 150' with a fall-zone setback (equal to the height of the support structure from any residential dwelling)
- Residents typically oppose Communication Towers

P&Z PUBLIC HEARING

- There were two speakers at the public hearing
- An adjacent property owner expressed concerns with the landscaping and the appearance of the unipole (noting a preference for a flagpole design)
- Another speaker asked if any lighting was being proposed
- The applicant stated that they would be willing to add trees and irrigation, per City standards, and that no lighting was required nor proposed
- The applicant also explained the problems created with flagpole designs (clanking noise, maintenance, wind drag, etc.)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval with a vote of 4-1 (with Commissioner Rojas being the dissenting vote) and the following commentary:
 - Landscaping and irrigation shall be installed, per City standards, with no flag due to issues discussed
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2023-____
ANTHEMNET – FRONTIER LIFT STATION CELL TOWER - SPECIFIC USE PERMIT (SUP)

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 AN APPROXIMATELY 2 ACRE TRACT OF LAND SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FRONTIER PARKWAY AND APPROXIMATELY 375 FEET WEST OF PEBBLE CREEK DRIVE, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”, ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS AGRICULTURAL DISTRICT (AG) WITH A SPECIFIC USE PERMIT PROVIDING FOR A COMMUNICATION ANTENNA TOWER USE; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; 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 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, Title 7 Chapter 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, a Specific Use Permit for a “Communication Antenna Tower” has been requested for the property generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit “B” attached hereto and incorporated herein for all purposes; 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

Specific Use Permit 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 Specific Use Permit should be granted.

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 for its residents.

SECTION 3 **SPECIFIC USE PERMIT**

A Specific Use Permit is hereby granted to authorize a "Communication Antenna Tower" for the property generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

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 generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, Celina, Texas, as Agricultural District (AG) with a Specific Use Permit for a Communication Antenna Tower.

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 generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, Celina, Texas, 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, and each and every day such violation is continued shall be deemed to constitute a separate 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 11th day of July, 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 (Anthemnet - Frontier Lift Station Cell Tower – Specific Use Permit)

EXHIBIT A Legal Description

PART OF LOT 1, BLOCK C, TWELVE OAKS PHASE II, C. WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS.

DESCRIPTION, OF A 1.074 ACRE TRACT OF LAND SITUATED IN THE C. WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF LOT 1, BLOCK C, TWELVE OAKS PHASE II, AN ADDITION TO THE CITY OF CELINA, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET P, PAGE 486 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS; SAID TRACT ALSO BEING PART OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDER'S LIEN TO LARRY B. ROGERS AND SPOUSE AE C. ROGERS RECORDED IN INSTRUMENT NO. 20141222001391340 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; SAID 1.074 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARING SYSTEM IS BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011). TEXAS NORTH CENTRAL ZONE 4202, DISTANCES SHOWN HAVE BEEN ADJUSTED TO SURFACE BY APPLYING THE COLLIN COUNTY TXDOT COMBINATION FACTOR OF 1.000152710):

COMMENCING, AT A 1/2-INCH IRON ROD FOUND FOR CORNER FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PEBBLE CREEK DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF F.M. 1461 (A VARIABLE WIDTH RIGHT-OF-WAY); SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 89 DEGREES, 16 MINUTES, 53 SECONDS WEST, DEPARTING THE WEST LINE OF SAID PEBBLE CREEK DRIVE AND THE EAST LINE OF SAID LOT 1, ALONG THE NORTH LINE OF SAID F.M. 1461 AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 248.43 FEET TO A POINT FOR CORNER; FROM WHICH A TXDOT BRONZE DISK FOUND BEARDS SOUTH 61 DEGREES, 51 MINUTES WEST, 0.4 FEET;

THENCE, NORTH 84 DEGREES, 48 MINUTES, 22 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE LOT 1, A DISTANCE OF 120.13 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR THE POINT OF BEGINNING;

THENCE, NORTH 84 DEGREES, 48 MINUTES, 22 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 143.87 FEET TO A TXDOT BRONZE DISK FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES, 20 MINUTES, 09 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 71.97 FEET PASSING A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP, THEN CONTINUING IN ALL A TOTAL DISTANCE OF 146.97 FEET TO A POINT FOR CORNER IN WILSON CREEK; SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF LOT 11R, BLOCK B, LOTS 10R-1 & LOT 11R, BLOCK B, AN ADDITION TO THE CITY OF CELINA, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 2011, PAGE 380 OF SAID PLAT RECORDS;

THENCE, MEANDERING ALONG THE CENTER OF WILSON CREEK, THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 11R, THE FOLLOWING THREE (3) CALLS;

NORTH 17 DEGREES, 34 MINUTES, 57 SECONDS WEST, A DISTANCE OF 43.87 TO A POINT FOR CORNER;

NORTH 12 DEGREES, 45 MINUTES, 53 SECONDS EAST, A DISTANCE OF 90.15 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES, 06 MINUTES, 49 SECONDS, A DISTANCE OF 29.79 FEET TO A POINT FOR CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 2, BLOCK C OF SAID TWELVE OAKS PHASE II;

THENCE, NORTH 89 DEGREES, 18 MINUTES, 03 SECONDS EAST, DEPARTING THE CENTER OF WILSON CREEK, THE SAID WEST LINE OF LOT 1 AND THE SAID EAST LINE OF LOT 11R, ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 75.00 FEET PASSING A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET, THEN CONTINUING IN ALL A TOTAL DISTANCE OF 270.76 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR CORNER;

THENCE, SOUTH 00 DEGREES, 41 MINUTES, 57 SECONDS EAST, DEPARTING THE SAID NORTH LINE OF LOT 1 AND THE SAID SOUTH LINE OF LOT 2, A DISTANCE OF 172.69 FEET TO THE POINT OF BEGINNING;

CONTAINING: 46,791 SQUARE FEET OR 1.074 ACRES OF LAND, MORE OR LESS.

Attachment: Draft Ordinance (Anthemnet - Frontier Lift Station Cell Tower - Specific Use Permit)

EXHIBIT B
Depiction of Property



Attachment: Draft Ordinance (Anthemnet - Frontier Lift Station Cell Tower – Specific Use Permit)



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, Interim City Manager
 Date: July 11, 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) (Mohan)
 - ITEM TO BE TABLED

Applicant:

McAdams Company
 111 Hillside Drive
 Lewisville, TX 75057

Background Information:

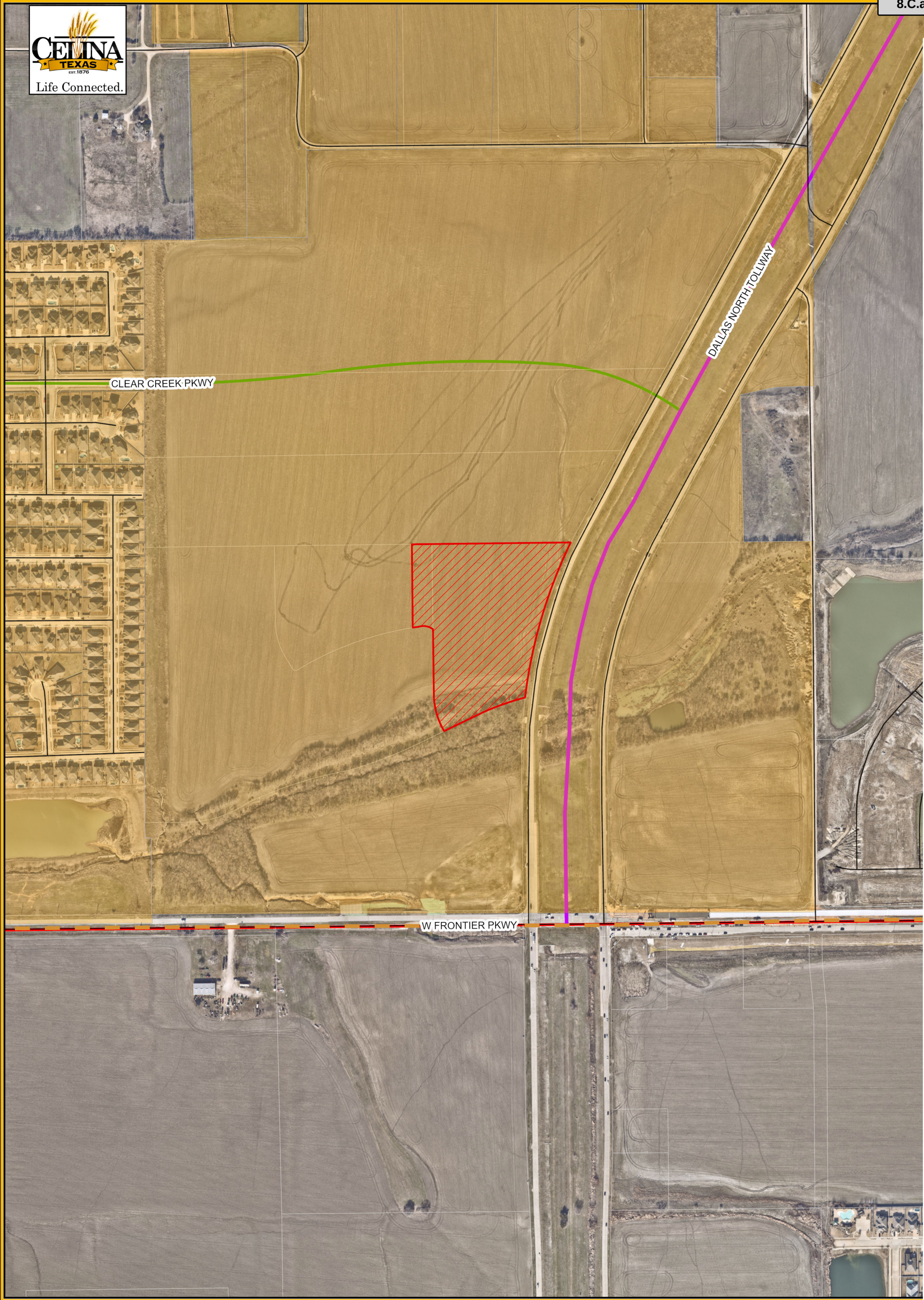
The applicant is requesting to amend a portion of Planned Development PD-80 with the Dallas North Tollway Overlay District (DNTD) base zoning, in order to modify development standards, for a hotel/conference center and a multi-family development. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
 Staff Presentation
 Draft Ordinance

Staff Recommendation:

Item to be tabled.



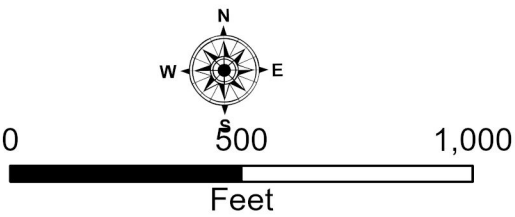
Attachment: Location Map (Mosey (Hotel/Conference Center) – PD Amendment)

Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Mosey Hotel/Conference Center
Location Map
City of Celina**

4/24/2023

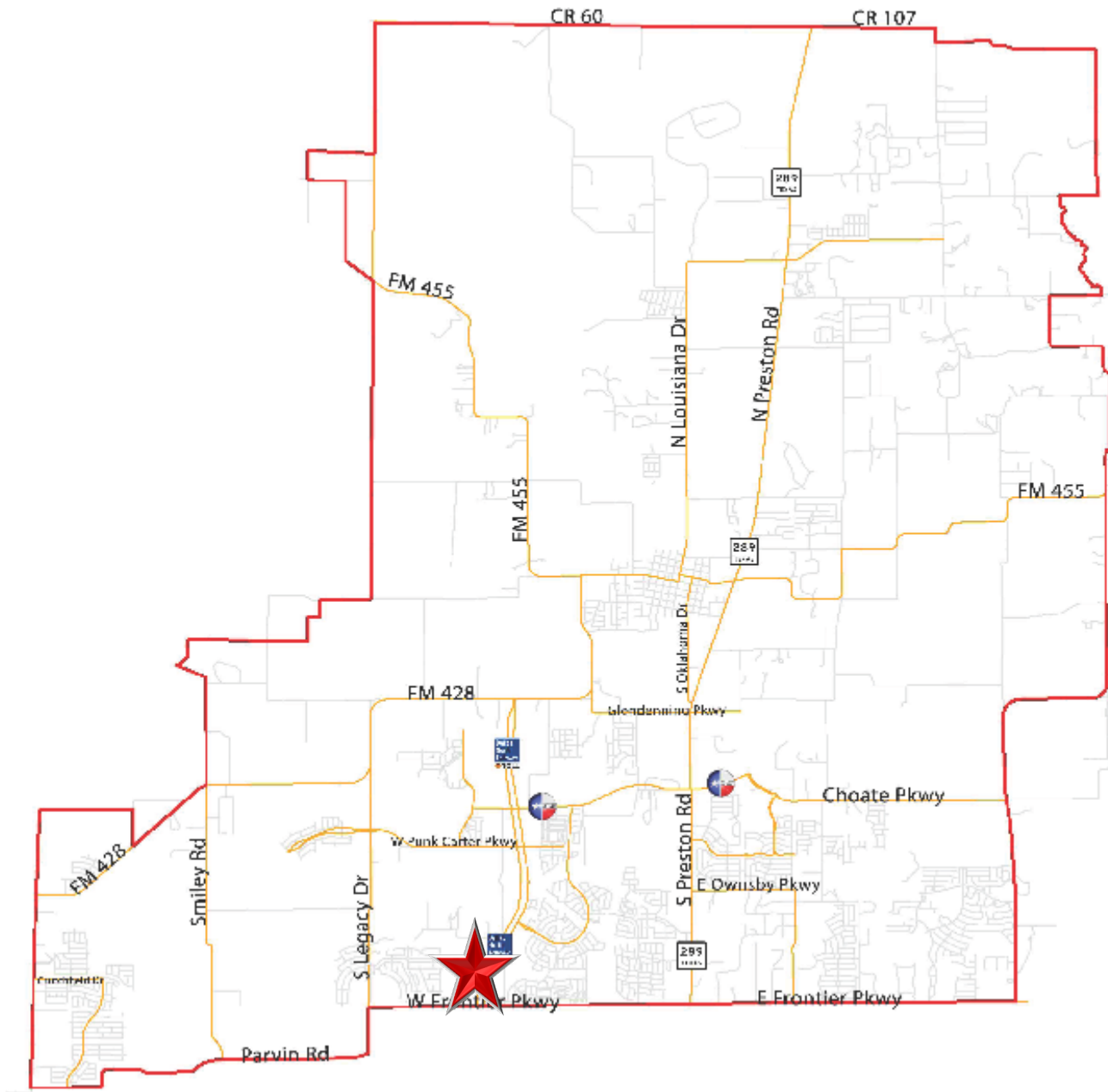


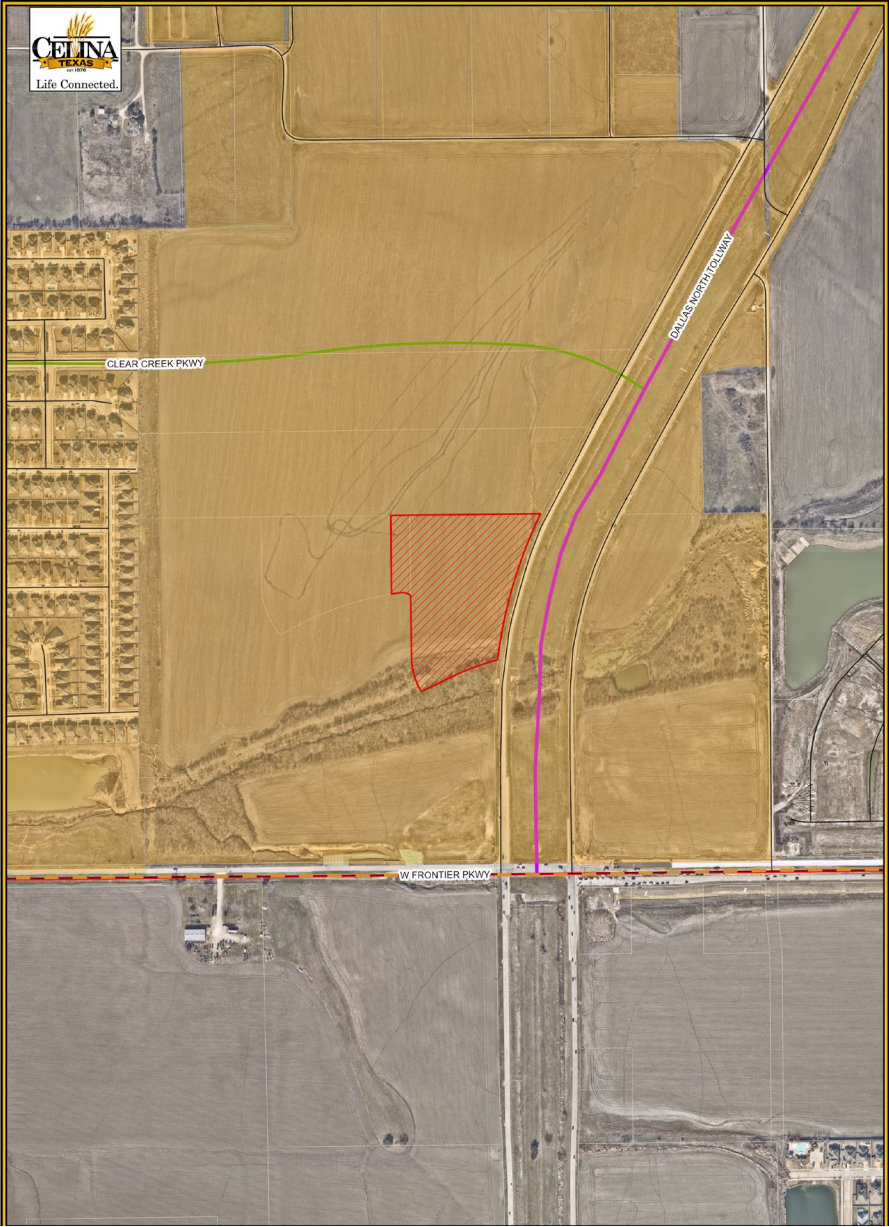
MOSEY TRACT HOTEL & CONFERENCE CENTER

PD Amendment

City Council
July 11, 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 (DNTD) base zoning, with modified development standards
- An associated Development Agreement is also on the agenda for Council consideration

5



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 that shares a structured parking garage

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 10,000 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 linked per the proposed agreement

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
- If the associated agreement is not approved, the proposed zoning should not be acted upon

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, assuming that concerns with hotel brand quality and the timeline between the various project elements were better resolved
- 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. GRAY SURVEY, ABSTRACT NO. 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF DALLAS PARKWAY 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 A: | Legal Description |
| 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 11th day of July, 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";

Attachment: Draft Ordinance (Mosey (Hotel/Conference Center) – PD Amendment)

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.

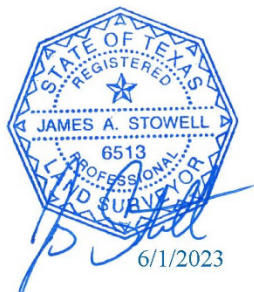
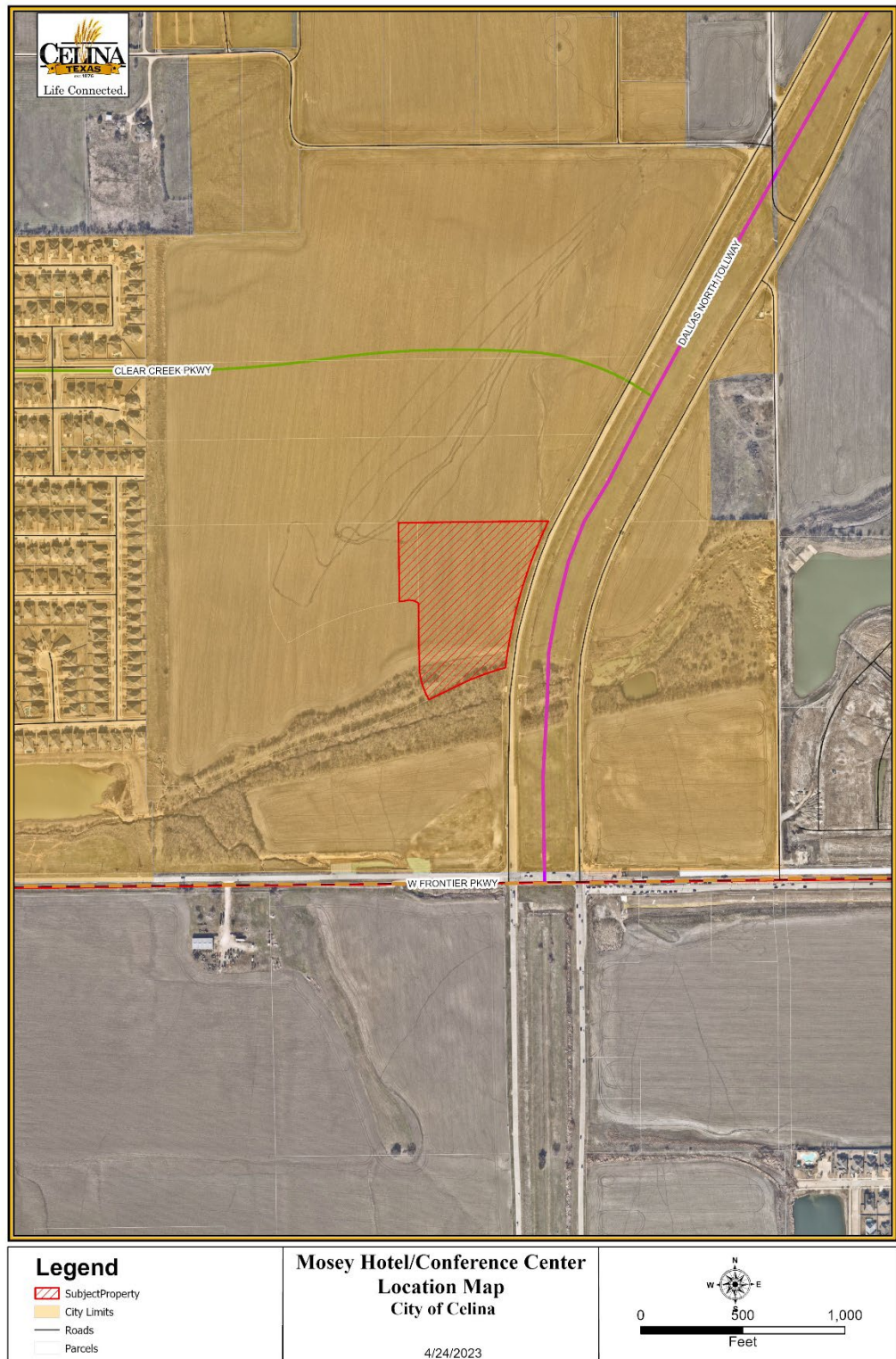


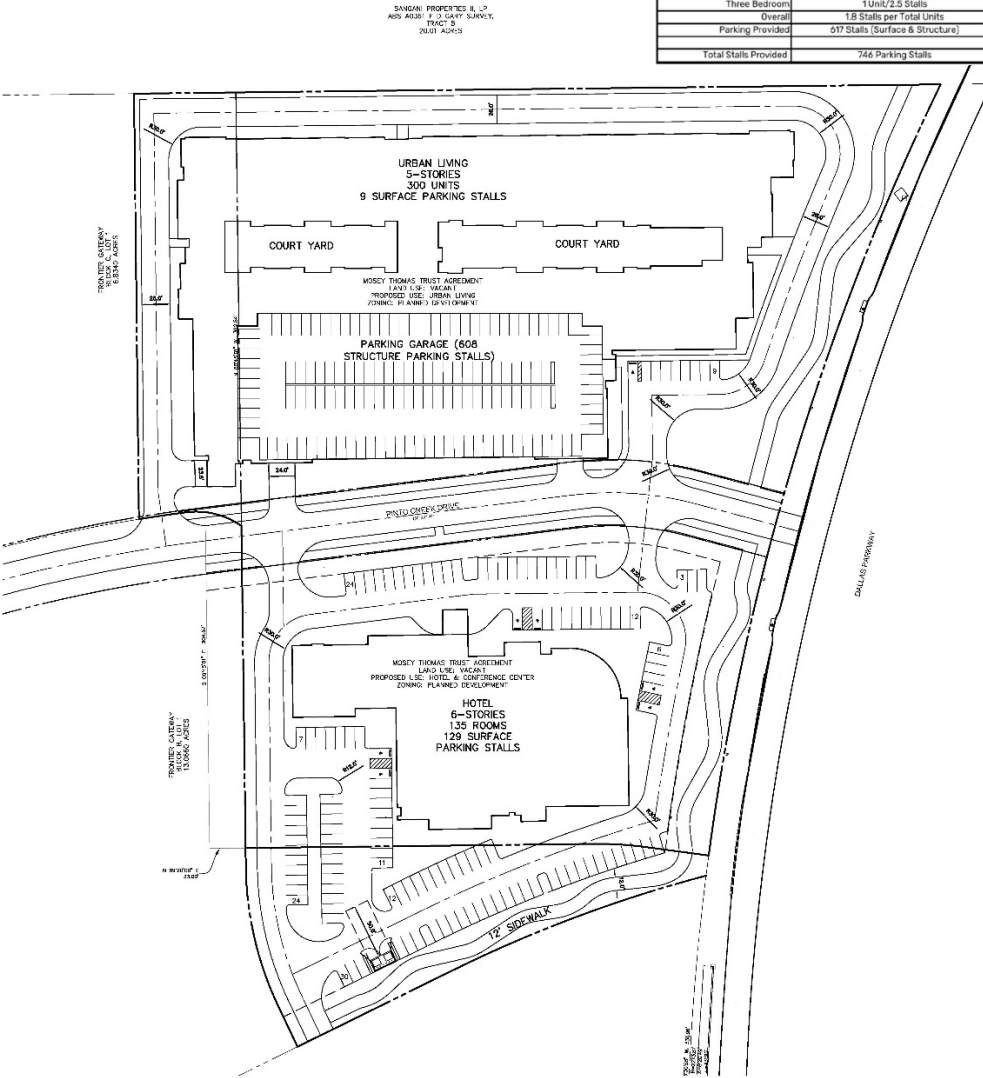
Exhibit B
Depiction of Property



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



**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 10,000 sq. ft. and sufficient size to accommodate 300 people in round tables.



Development Services
City of Celina, Texas

Memorandum

To: Honorable Mayor Tubbs and the Celina City Council
From: Jonathan Pollard, Senior Planner
CC: Karla Stovall, Interim City Manager
Date: July 11, 2023
Re: Sutton Fields East - C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 110 acres; generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Sutton Fields East – C-3 Expedited Annexation) (Mohan)

Applicant:

Centurion American
 1800 Valley View Ln.
 Farmers Branch, TX 75234

Background Information:

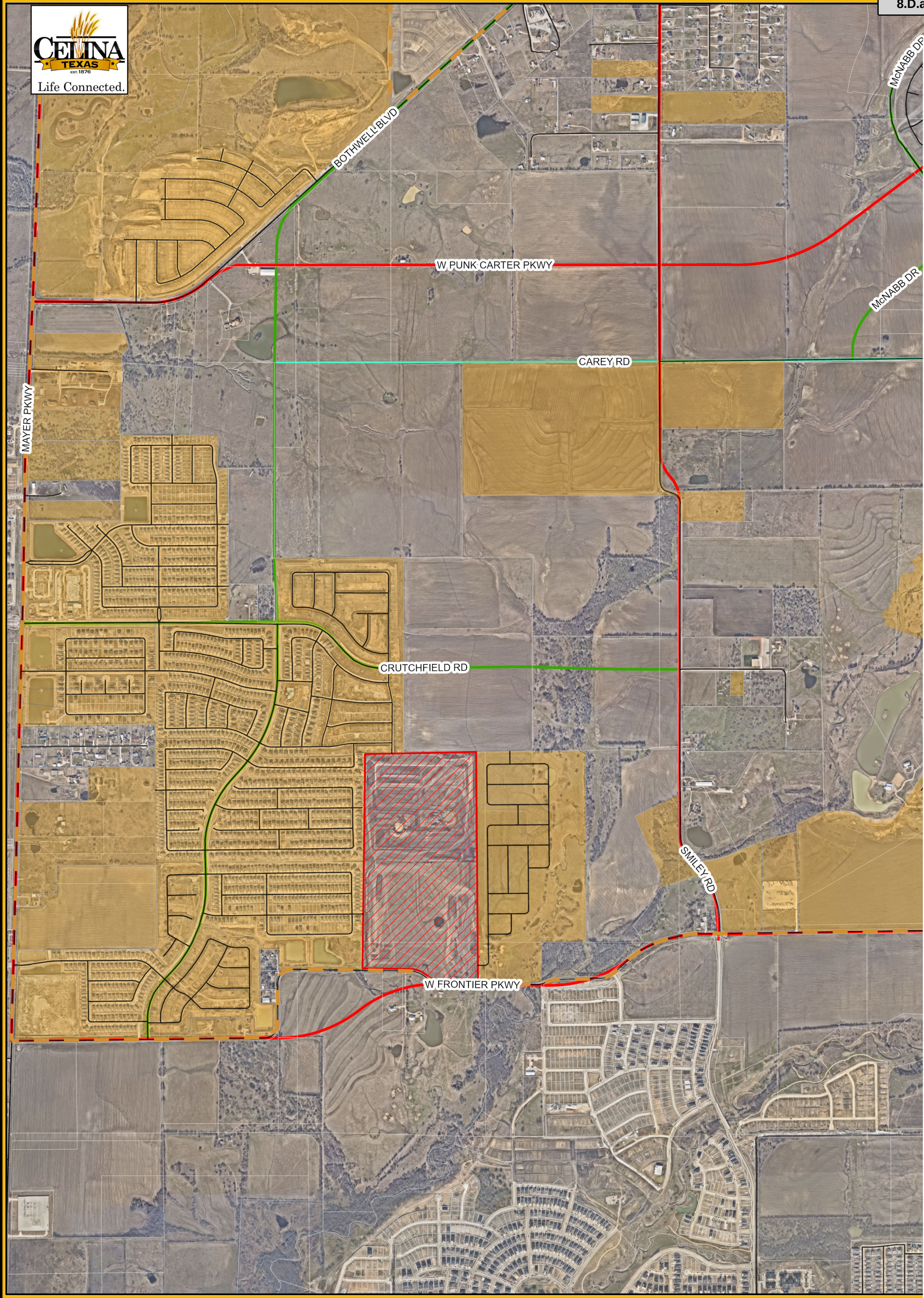
This item is for the annexation of approximately 110 acres, generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard. Please refer to the attached documents as well as the associated zoning agenda item for further information.

Supporting Documents:

Location Map
 Staff Presentation
 Draft Ordinance

Staff Recommendation:

Staff recommends approval.



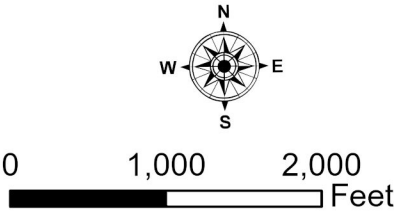
Attachment: Location Map (Sutton Fields East – C-3 Expedited Annexation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

**Sutton Fields East
Location Map
City of Celina**

5/24/2023

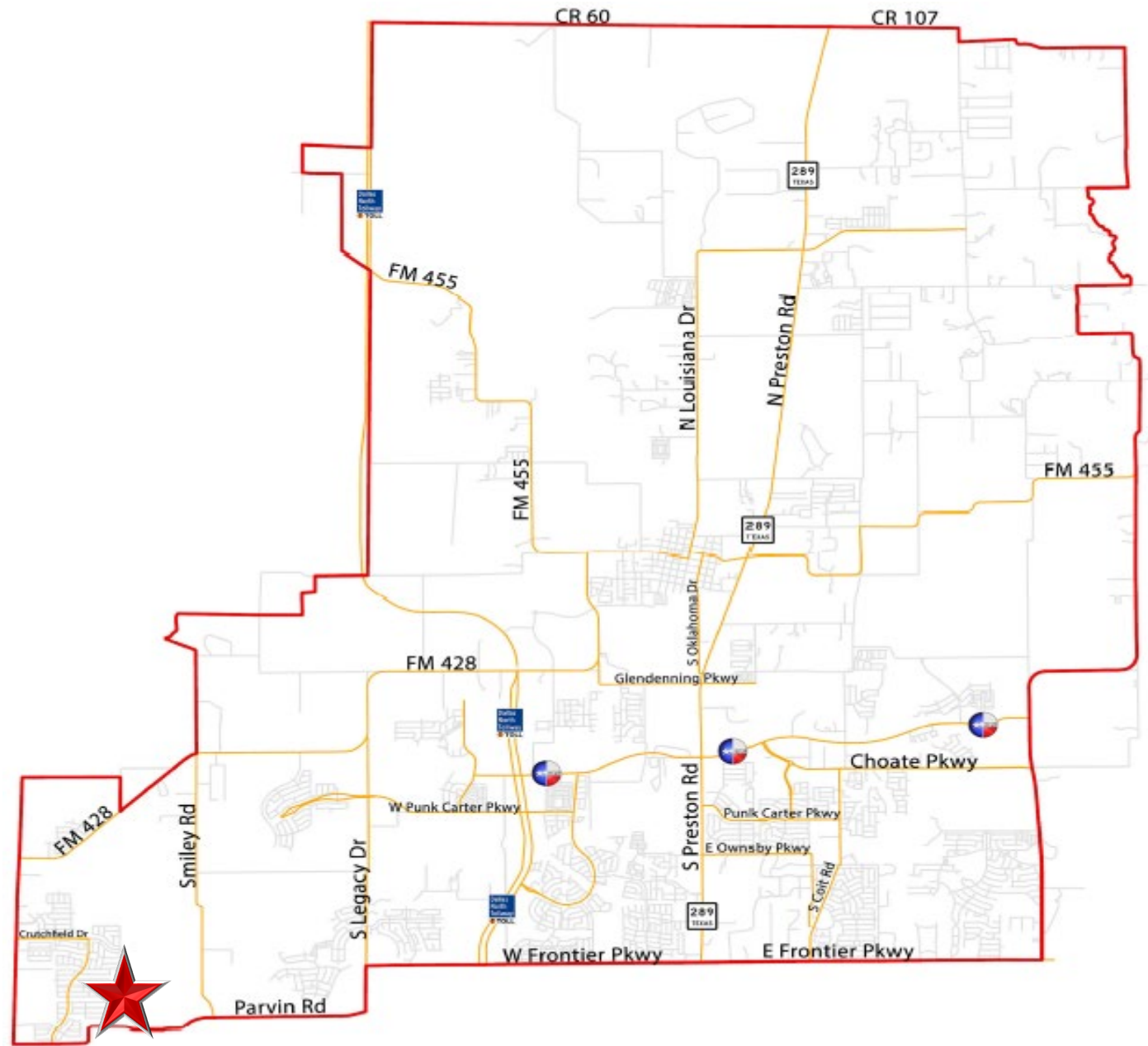


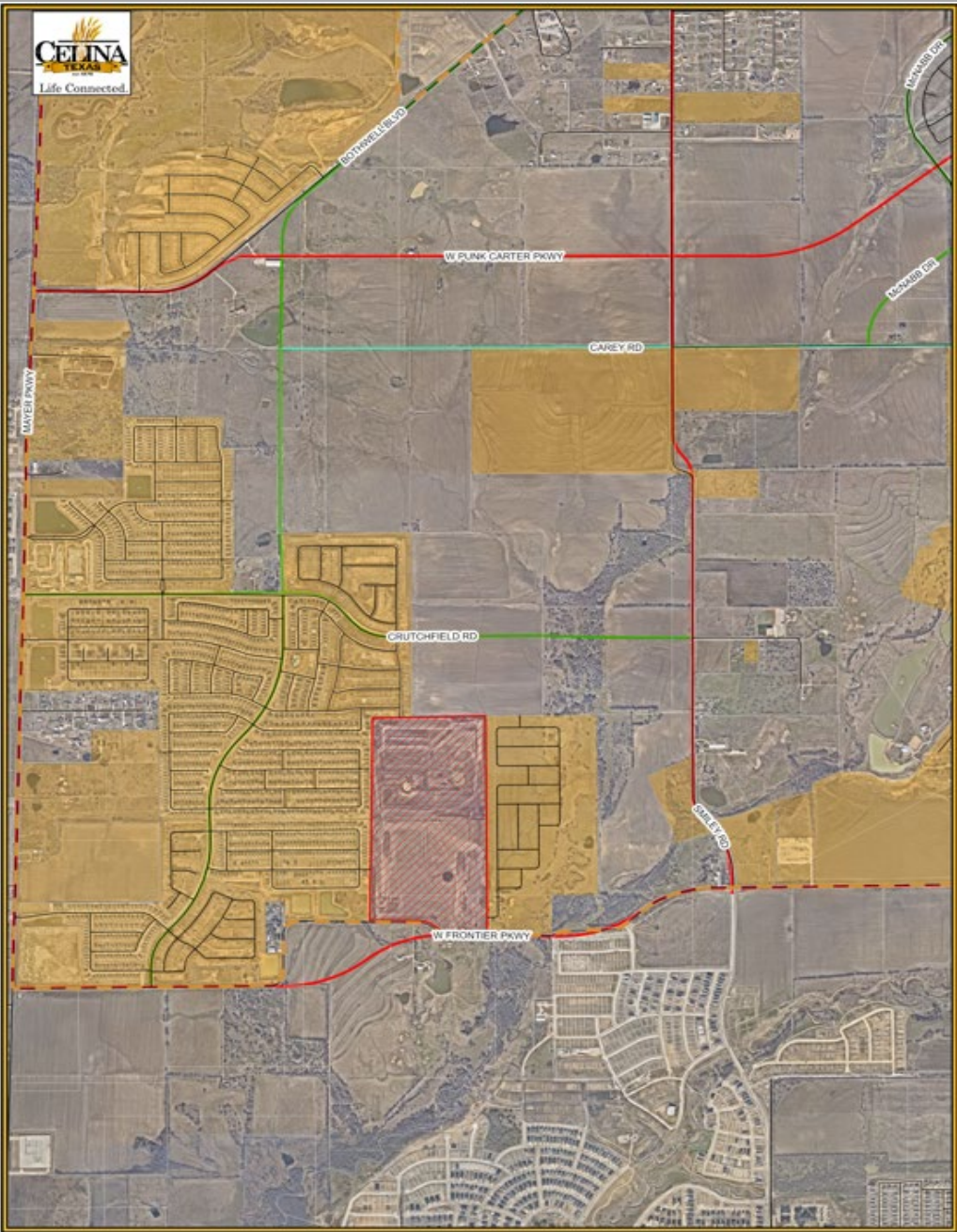
SUTTON FIELDS EAST

Annexation & PD Zoning

City Council
July 11, 2023







LOCATION MAP

The subject property is generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard

BACKGROUND

- The subject property is approximately 110 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement, which outlined the future annexation and zoning of the property, was approved in July 2021

PROJECT OVERVIEW

- The Project continues the same development pattern as the existing Sutton Fields neighborhood
- Amenity center to have an open shade structure, playground, bathrooms, and a swimming pool
- Alleys not required, per original Sutton Fields development
- Concrete trails around ponds and within open spaces

Lot Types

- 60' (Min. 15%)
- 50' (Max. 85%)



POLICY CONSIDERATIONS

- The proposed annexation & zoning are in conformance with the governing Development Agreement
- City standards will apply
- Perimeter right-of-way dedication and landscape buffers apply to arterial roadways
- Trails along roadways, floodplain, and within any gas or power line easements

RECOMMENDATION

- Nobody spoke at the public hearing
- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- Staff recommends approval as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
SUTTON FIELDS EAST 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 110 ACRE TRACT OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF FRONTIER PARKWAY AND APPROXIMATELY 2,500 FEET EAST OF BOTHWELL BOULEVARD, 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 11th day of July, 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 26th day of June, 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 (Sutton Fields East – 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 11th day of July, 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 (Sutton Fields East – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89°11'44" West, a distance of 1163.46 feet;

THENCE North 00°41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89°13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89°13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00°26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

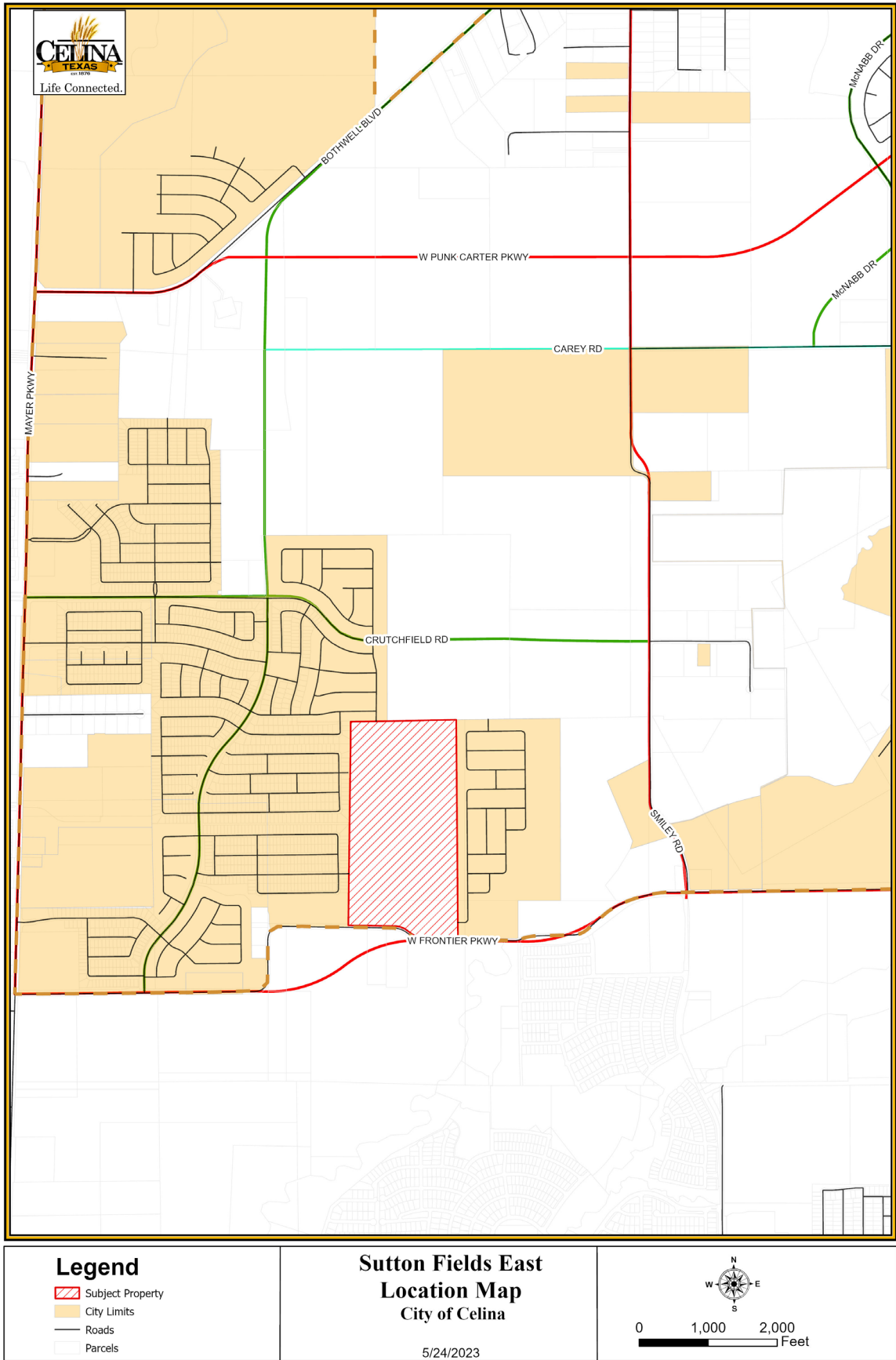
THENCE North 89°16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33°01'00", a radius of 350.00 feet, a chord which bears North 72°46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56°15'58" West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89°11'44" West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

Attachment: Draft Ordinance (Sutton Fields East – C-3 Expedited Annexation)



Attachment: Draft Ordinance (Sutton Fields East – 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: Jonathan Pollard, Senior Planner
 CC: Karla Stovall, Interim City Manager
 Date: July 11, 2023
 Re: Sutton Fields East - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 110 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) base zoning; generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Sutton Fields East - PD Zoning) (Mohan)

Applicant:

Centurion American
 1800 Valley View Ln.
 Farmers Branch, TX 75234

Background Information:

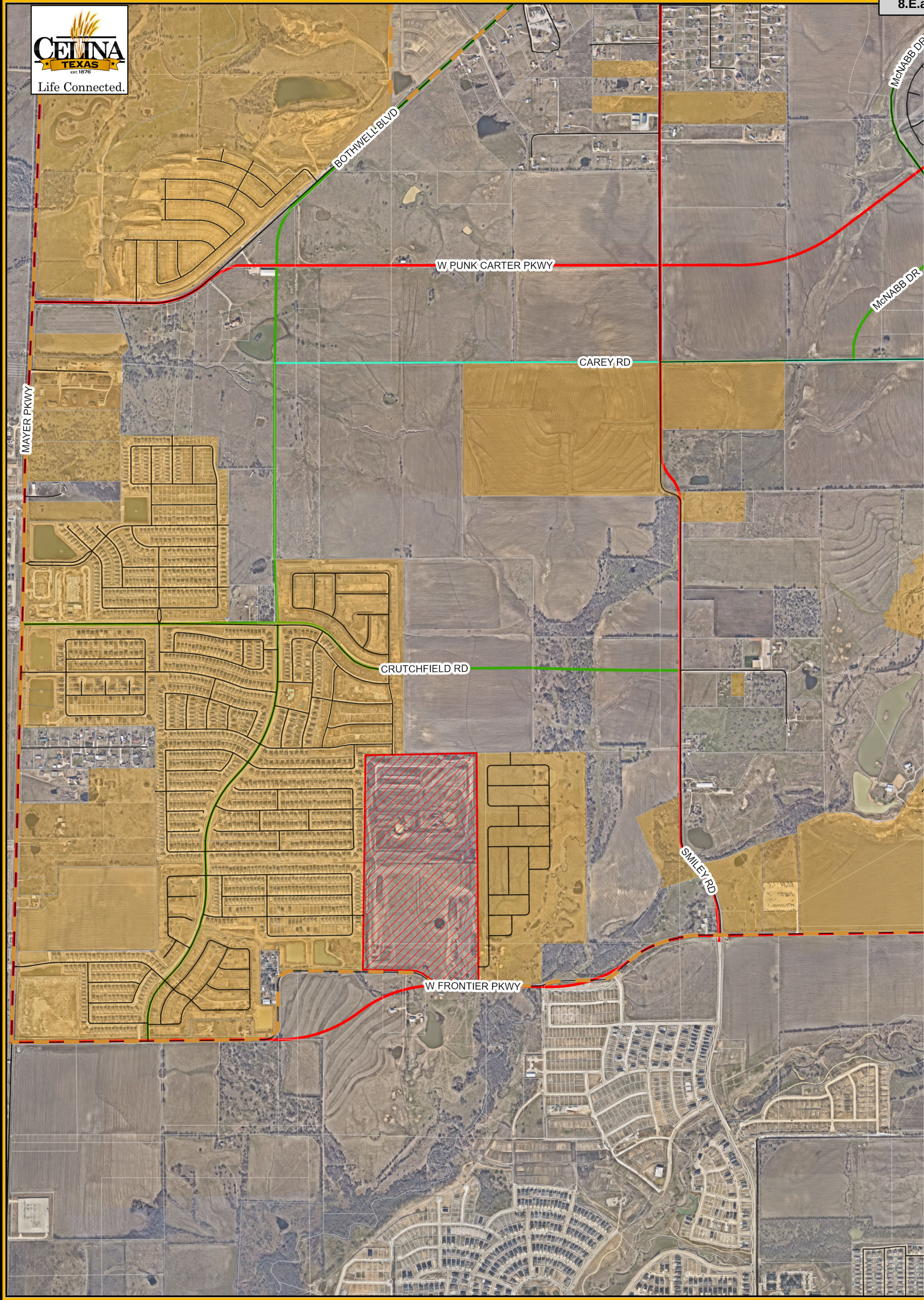
This item is for the zoning of approximately 110 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) base zoning, in conformance with the governing Development Agreement. Please refer to the attached documents as well as the associated annexation agenda item for further information.

Supporting Documents:

Location Map
 Draft Ordinance

Staff Recommendation:

Staff recommends approval.



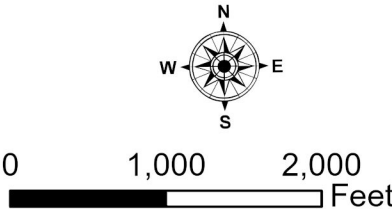
Attachment: Location Map (Sutton Fields East - PD Zoning)

Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

Sutton Fields East Location Map City of Celina

5/24/2023



CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
SUTTON FIELDS EAST
PLANNED DEVELOPMENT #145

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 110 ACRES LOCATED IN THE JACOB RUE SURVEY, ABSTRACT NO. 1109, AND THE HIRAM RUE SURVEY, ABSTRACT NO. 1111, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FRONTIER PARKWAY AND APPROXIMATELY 2,500 FEET EAST OF BOTHWELL BOULEVARD; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 145 WITH A BASE ZONING OF SINGLE-FAMILY, DETACHED DISTRICT (SF-R); 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 July 2021 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

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

Attachment: Draft Ordinance (Sutton Fields East - PD 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. 145 with a base zoning of Single-Family, Detached District (SF-R), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
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" Planned Development District No. 145 with a base zoning of Single-Family, Detached District (SF-R), and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5 **REVISION OF ZONING MAP**

Attachment: Draft Ordinance (Sutton Fields East - PD Zoning)

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 11th day of July, 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 (Sutton Fields East - PD Zoning)

Exhibit A Legal Description

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89°11'44" West, a distance of 1163.46 feet;

THENCE North 00°41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89°13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89°13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00°26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

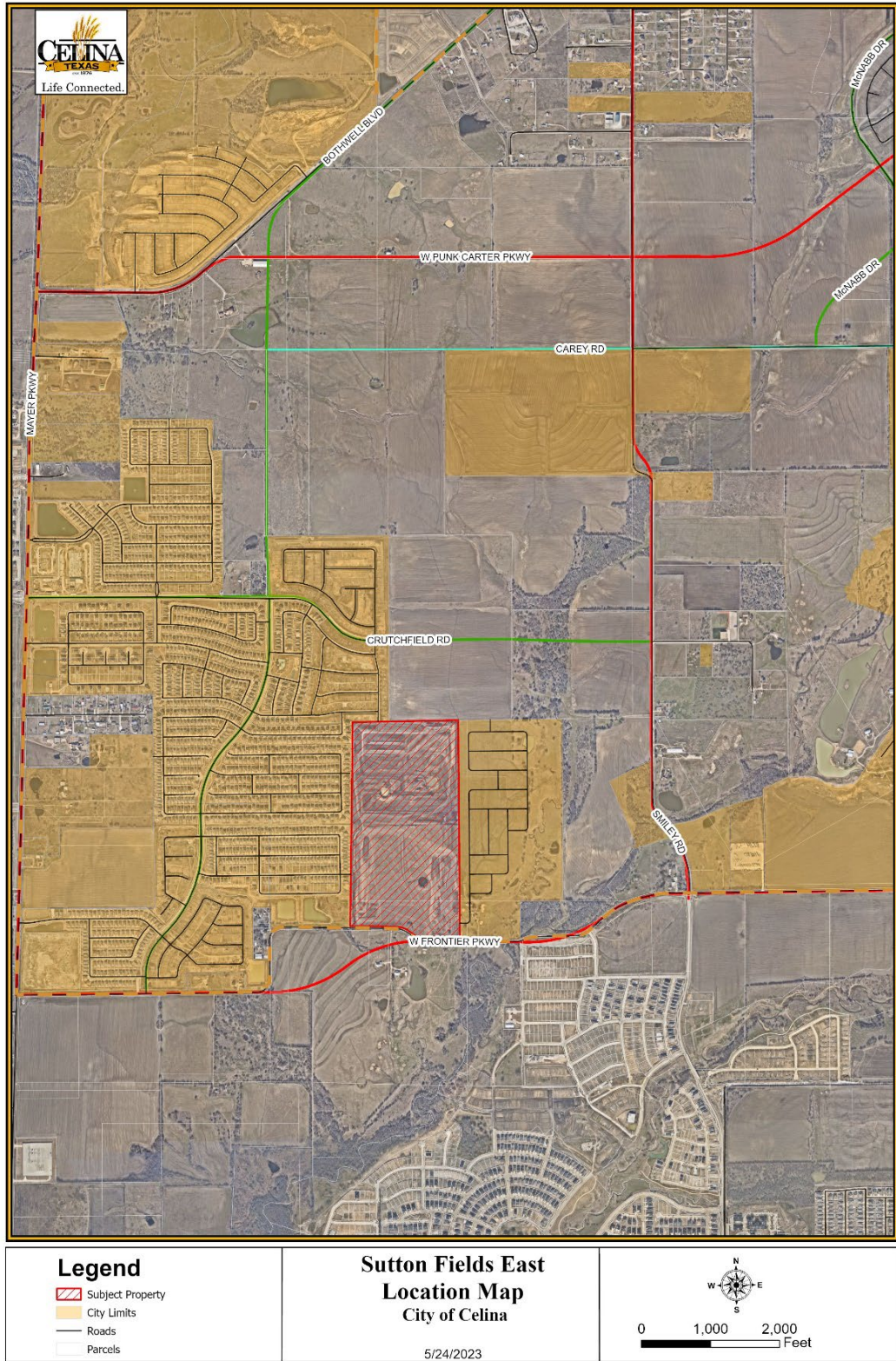
THENCE North 89°16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33°01'00", a radius of 350.00 feet, a chord which bears North 72°46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56°15'58" West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89°11'44" West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Sutton Fields East - PD Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Sutton Fields East - PD Zoning)

Exhibit D Development Regulations

Base Zoning:

The Development shall follow all standards in the City's Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the residential portion of the Planned Development ("PD") shall be SF-R, Single- Family Residential Detached District.

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting 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.

SF General Regulations:

All single-family residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in these development standards.

- a) The lot widths shall be measured along the arc of the primary structure setback line.
- b) For cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.

Lot Type A:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

The percentage of lots per Lot Type is as follows:

Lot Type A (60’):	15% Minimum
Lot Type B (50’):	85% Maximum

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City’s architectural standards, and as may be amended.

Amenities:

In addition to the base zoning regulations, the community’s amenity package will include:

- 5' concrete trail around ponds and a 6' concrete trail down gas easements.
- Amenity Center to have an open shade structure, bathrooms, and Community swimming pool.

Open Space:

The City agrees that the development is abiding by the vision outlined in the Neighborhood Vision Book (NVB), per the attached Concept Plan, which contains the following elements:

Open Space may consist of any pervious areas including landscape reserves, detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped. Open space must be maintained through a property ownership association. Development shall have a minimum Open Space of 10%



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: Honorable Mayor Tubbs and the Celina City Council
From: Bella Lopez, Senior Planner
CC: Karla Stovall, Interim City Manager
Date: July 11, 2023
Re: Rayburn Electric Cooperative Tap Substation Addition (Ten Mile Creek) - PD Amendment

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 19 acres of Planned Development (PD) No. 142 with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located north of the Collin County Outer Loop and approximately 1,300 feet east of future Coit Road, within the City Limits. (Rayburn Electric Cooperative Tap Substation Addition (Ten Mile Creek) – PD Amendment) (McAfee)

Applicant:

R-Delta Engineers, Inc.
 618 Main St.
 Garland, TX 75040

Background Information:

The applicant is requesting to amend approximately 19 acres of Planned Development (PD) No. 142 with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards, in order to develop an Electric Substation. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
 Staff Presentation
 Draft Ordinance

Staff Recommendation:

Staff recommends approval.

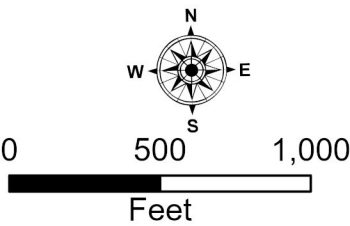


Attachment: Location Map (Rayburn Electric Cooperative Tap Substation Addition (Ten Mile Creek) – PD Amendment)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

**Rayburn Electric Cooperative
Tap Substation Addition
Location Map
City of Celina
6/12/2023**

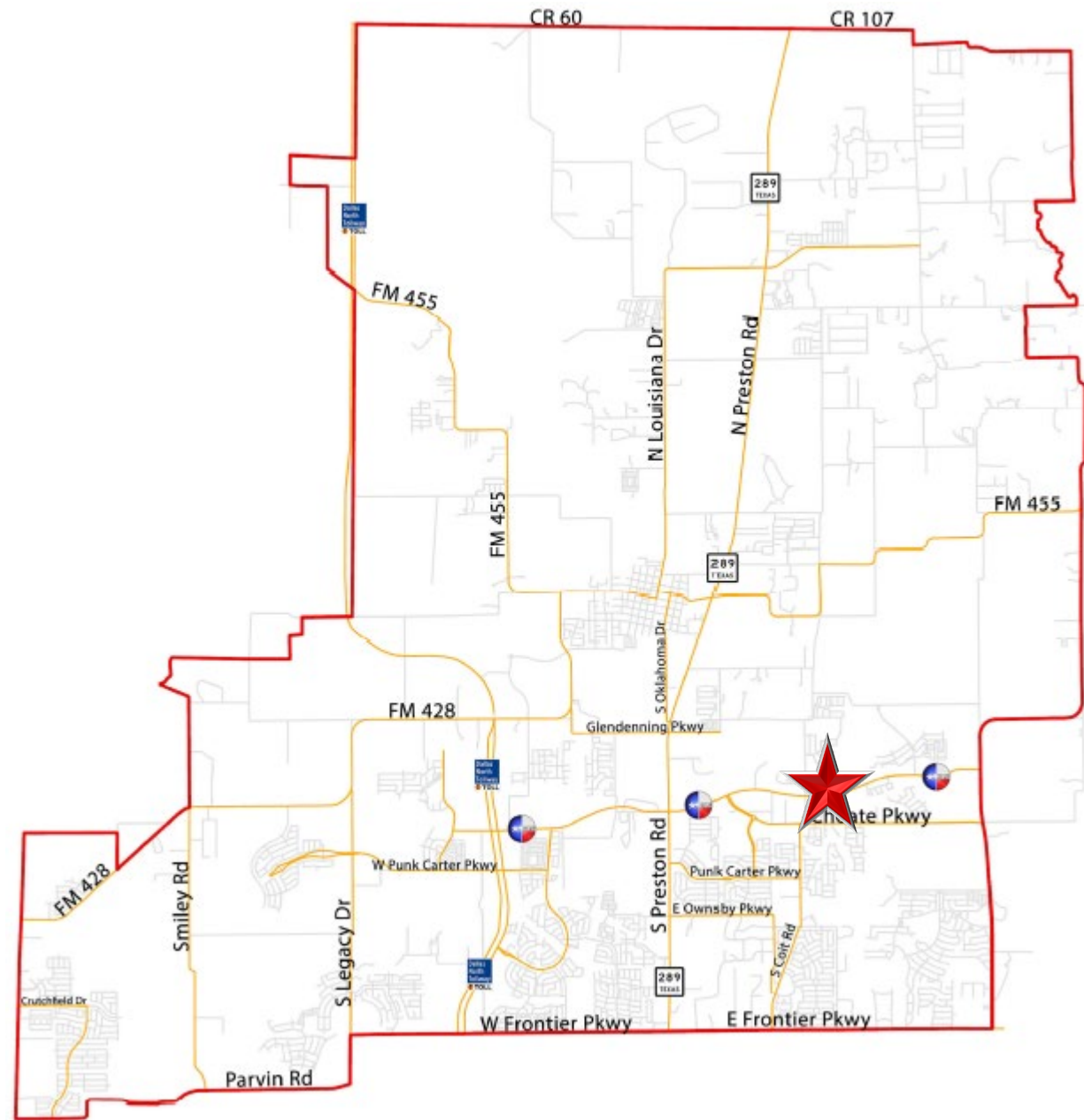


RAYBURN ELECTRIC COOPERATIVE TAP SUBSTATION ADDITION (TEN MILE CREEK)

PD Amendment

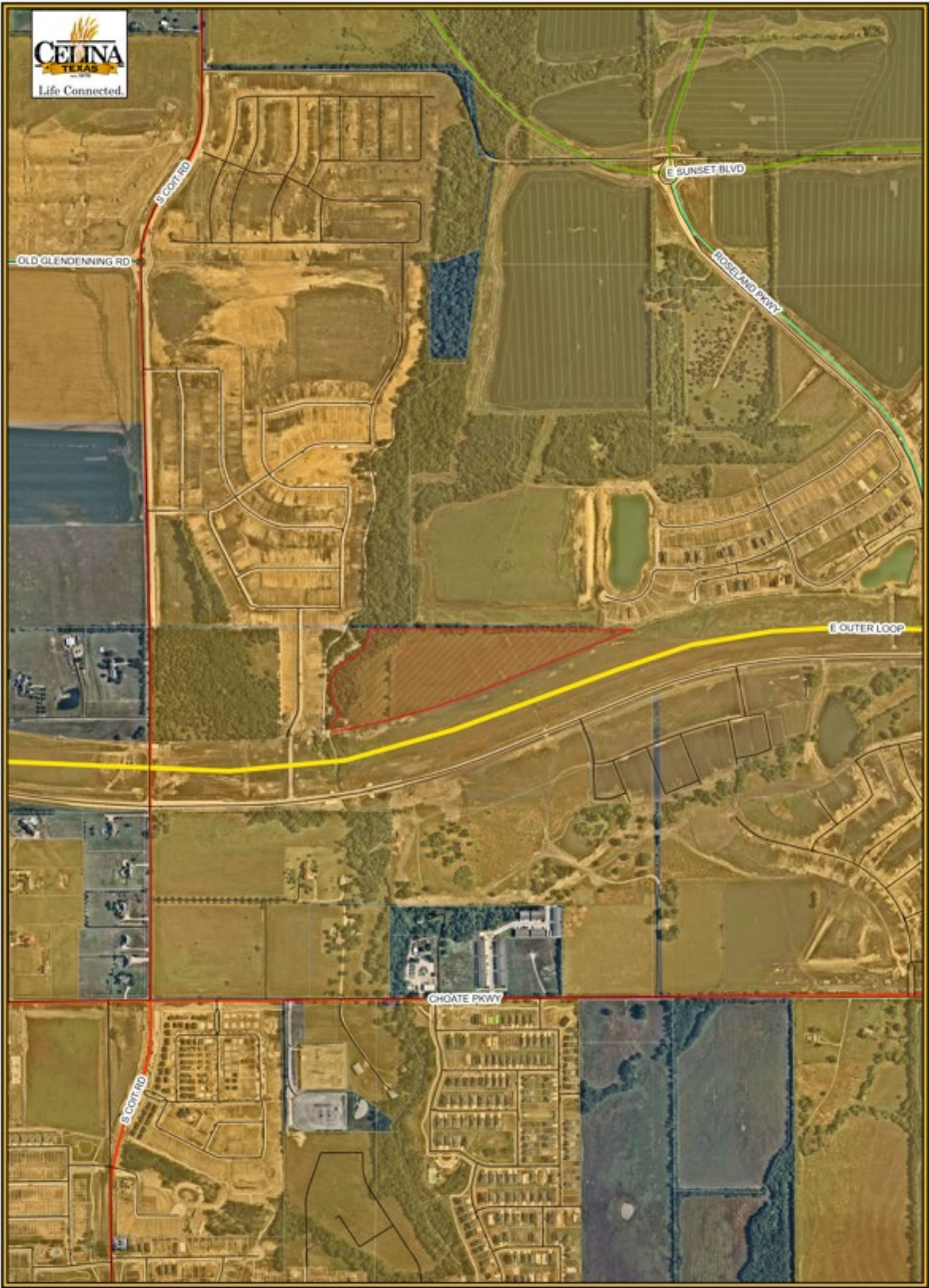
City Council
July 11, 2023





LOCATION MAP

The subject property is generally located north of the Collin County Outer Loop and approximately 1,300 feet east of future Coit Road.



BACKGROUND

- The subject property is approximately 19 acres, within City Limits, and currently zoned Planned Development-142 (PD-142) Multi-family, Horizontal District (MF-o)
- The request is to amend the PD to allow for an Electric Substation

DEVELOPMENT STANDARDS

- An 8-foot masonry wall is required for screening around the substation compound
- Evergreen landscaping is required per the base Ordinance
- Gated access into the compound is allowed so long as it is decorative black metal or solid metal
- Gravel on the subject property is only allowed within the substation screening wall limits
- Concrete access must be provided from the property line to the substation compound walls

POLICY CONSIDERATIONS

- The Public Utility Commission (PUC) restricts cities' ability to meaningfully regulate the location of substations
- Locations are pre-chosen based upon projected demand on the system, and utility providers have substantial latitude in choosing locations for required infrastructure
- The City has limited ability to restrict the location of necessary electrical services, but can regulate design standards
- The subject property is surrounded by floodplain and the Outer Loop
- The subject property is currently zoned for multi-family uses

RECOMMENDATION

- There was no public feedback at the public hearing
- The applicant presented to the Commission regarding the need for additional power capacity and supply for the Celina area
- The Planning & Zoning Commission unanimously recommended approval of the request at its June regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2023-____

RAYBURN ELECTRIC COOPERATIVE TAB SUBSTATION ADDITION (TEN MILE CREEK)

AN AMENDMENT TO PLANNED DEVELOPMENT #142

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 19 ACRES LOCATED IN THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF THE COLLIN COUNTY OUTER LOOP AND APPROXIMATELY 1,300 FEET EAST OF FUTURE COIT ROAD; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO AMEND “PD” PLANNED DEVELOPMENT DISTRICT NO. 142 WITH THE COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT (CCOLO) BASE ZONING; 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 Development Regulations, set forth in Exhibit “C,” attached hereto and incorporated herein, define the base zoning district, 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. 142 with Collin County Outer Loop Overlay District (CCOLO) base zoning and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|-------------------------|
| Exhibit A: | Legal Description |
| Exhibit B: | Depiction of Property |
| Exhibit C: | 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. 142 with Collin County Outer Loop Overlay District (CCOLO) base zoning, and incorporates the Development Regulations, attached hereto as Exhibit "C."

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 11th day of July, 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 a 18.622-acre lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, at Page 156 and Volume 4288, at Page 162 of the Deed Records of Collin County, Texas ("DRCCT"), and also being the same tract of land described as containing 813,634 square feet or 18.68 acres of land in the Special Warranty Deed dated November 16, 2021, from C AND C LAND, LLC to CELINA OUTER LOOP OWNER SFR NORTH LLC ("Celina Tract"), and filed on November 18, 2021, in Instrument Number 20211118002365710 of the Official Public Records of Collin County, Texas ("OPRCCT"), and being more particularly described as follows:

BEGINNING at a 5/8-inch steel rod with a pink plastic cap stamped "R-DELTA FIRM 10155000 " found at the intersection of the northerly line of said 18.68 acre tract with the northwesterly line of a called 54.937-acre tract of land designated as "Parcel 40" in the Special Warranty Deed dated the 3rd/ day of October, 2019, from Belknap PF, LTD., to Collin County, and filed on October 3, 2019, in Instrument No. 20191003001242980 of the OPRCCT, said steel rod also being on the northwesterly right-of-way (ROW) line of the Outer Loop, a 500-foot wide ROW, and being the beginning of a curve concave to the southeast, having a radius of 4,044.50 feet, a central angle of 1°17'06" and a chord that bears South 68°34'51" West for a distance of 90.70 feet, said beginning point having coordinates of:
X = 2,503,253.85 feet
Y = 7,159,919.70 feet;

THENCE in a southwesterly direction with the arc of said curve and with the northwesterly ROW line of the Outer Loop, the same being the northwesterly line of Parcel 40 for a distance of 90.71 feet to a 5/8-inch steel rod found;

THENCE South 67°56'18" West with the northwesterly ROW line of the Outer Loop, the same being the northwesterly line of Parcel 40 for a distance of 1,135.27 feet to a 5/8-inch steel rod found with an orange plastic cap stamped "LAMB-STAR" for the point of curvature of a curve to the right having a radius of 4,720.50 feet, a central angle of 12°19'22" and a chord that bears South 74°05'59" West for a distance of 1,013.30 feet;

THENCE in a southwesterly direction with the northwesterly ROW line of the Outer Loop, the same being the northwesterly line of Parcel 40 for a distance of 1,015.25 feet to the unmarked southwest corner of the 18.68 acre tract (called "1/2 inch rod set with yellow plastic cap CBG SURVEYING") in the thread of Wilson Creek;

THENCE with the meanders of Wilson Creek the following thirteen (13) courses and distances:

1. North 13°44'37" West a distance of 54.55 feet;
2. North 39°55'55" East a distance of 76.01 feet;

3. North 05°54'59" East a distance of 44.42 feet;
4. North 26°35'56" West a distance of 72.88 feet;
5. North 18°02'44" West a distance of 83.17 feet;
6. North 05°15'12" East a distance of 100.51 feet;
7. North 41°53'47" East a distance of 62.56 feet;
8. North 21°42'18" East a distance of 37.63 feet;
9. North 61°13'35" East a distance of 140.62 feet;
10. North 48°44'52" East a distance of 49.50 feet;
11. North 33°34'42" East a distance of 58.70 feet;
12. North 19°02'01" East a distance of 64.03 feet;
13. North 05°57'16" East a distance of 51.34 feet to an unmarked corner (called "1/2 inch rod set with yellow plastic cap CBG SURVEYING") in the thread of Wilson Creek and being in the north line of the 18.68 acre tract ;

THENCE South 89°50'42" East with the north line of the 18.68 acre tract for a distance of 1,845.06 feet to the POINT OF BEGINNING and containing 811,189 square feet or 18.622 acres of land.

Exhibit B Depiction of Property



Attachment: Draft Ordinance (Rayburn Electric Cooperative Tap Substation Addition (Ten Mile Creek) – PD Amendment)

Exhibit C Development Regulations

The property is zoned a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning and the additional permitted use of an Electric Substation, with the following Development Standards:

1. An 8-foot masonry wall is required for screening around the substation compound. This wall can serve in lieu of any required perimeter screening walls.
2. In addition to the landscaping required by the Zoning Ordinance, Eastern Red Cedar trees shall be planted every 20 feet on center around the wall's perimeter.
3. Gated access into the compound is allowed so long as it is decorative black metal or solid metal.
4. Gravel pavement is only allowed within the substation screening wall limits and the portion of temporary access drive within the Collin County Outer Loop right-of-way. The drive approach for temporary connection to the existing southerly frontage road shall be concrete.
5. Concrete access must be provided from the property line to the substation compound walls.
6. A unipole meeting all of the City's design regulations is allowed within the substation compound.
7. Staff reserves final approval authority for all site layouts (layout, drive cuts, cross access, etc.).



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, Interim City Manager
 Date: July 11, 2023
 Re: Stone Tract - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 18 acres to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located at the northeast corner of future Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract – PD Zoning) (McAfee)

Applicant:

CR1 Development/Elevated Properties
 312 W. Main St.
 Celina, TX 75009

Background Information:

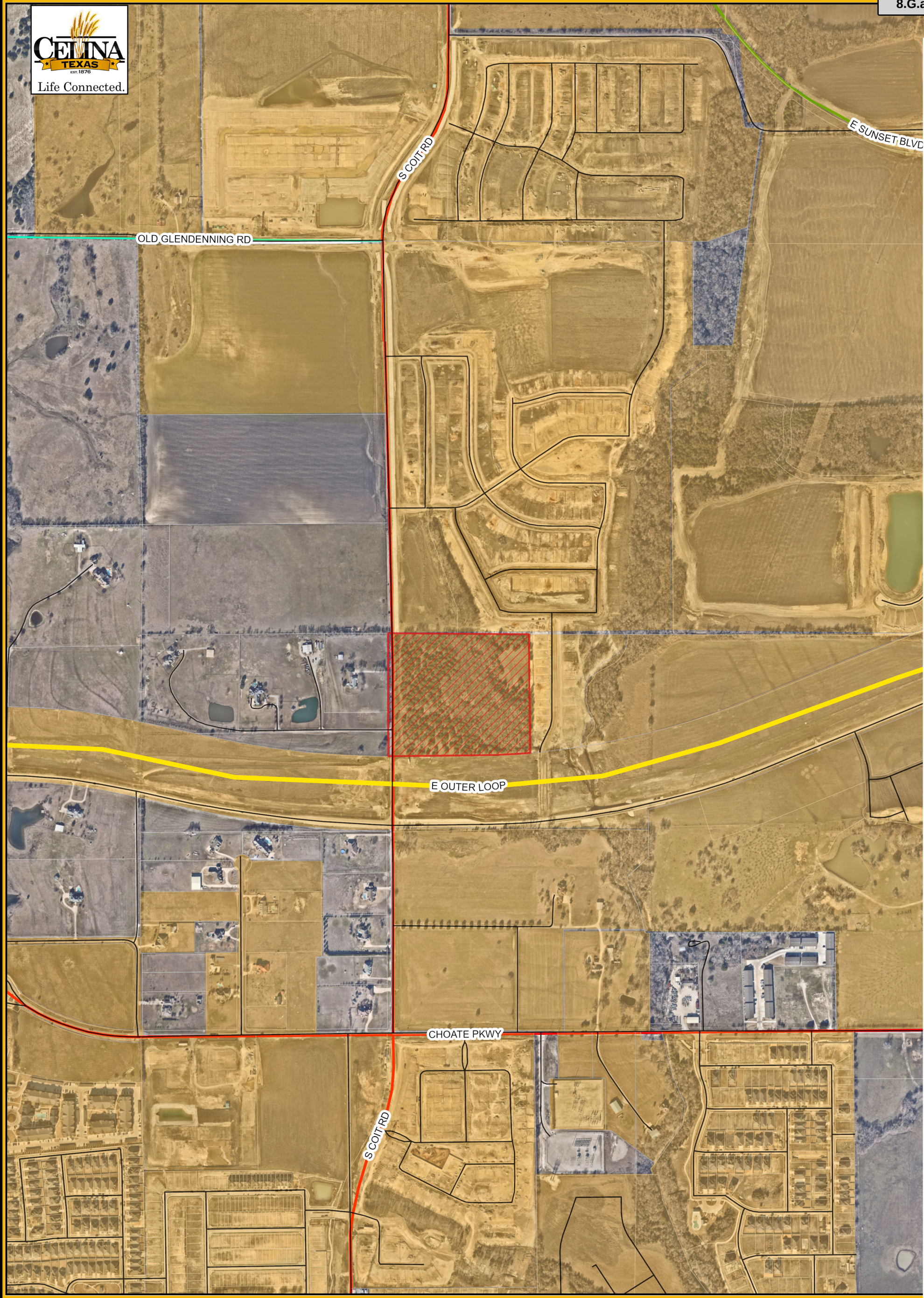
This item is for the rezoning of approximately 18 acres from Agricultural District (AG) to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards. Please refer to the attached documents for further information.

Supporting Documents:

Location Map
 Staff Presentation
 Draft Ordinance

Staff Recommendation:

Staff recommends approval.



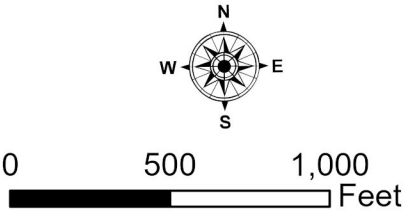
Attachment: Location Map (Stone Tract – PD Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Stone Tract
Location Map
City of Celina

5/30/2023

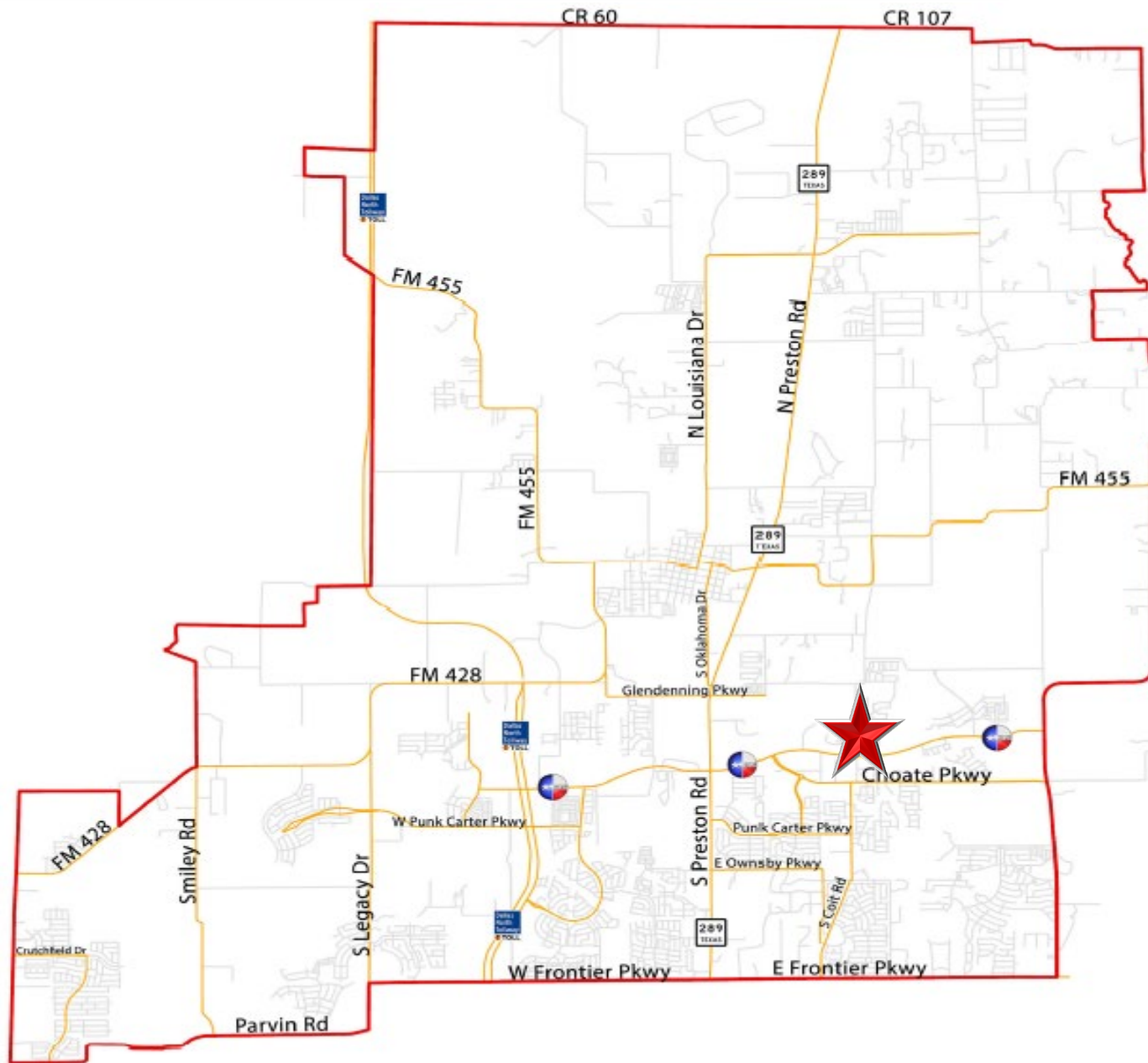


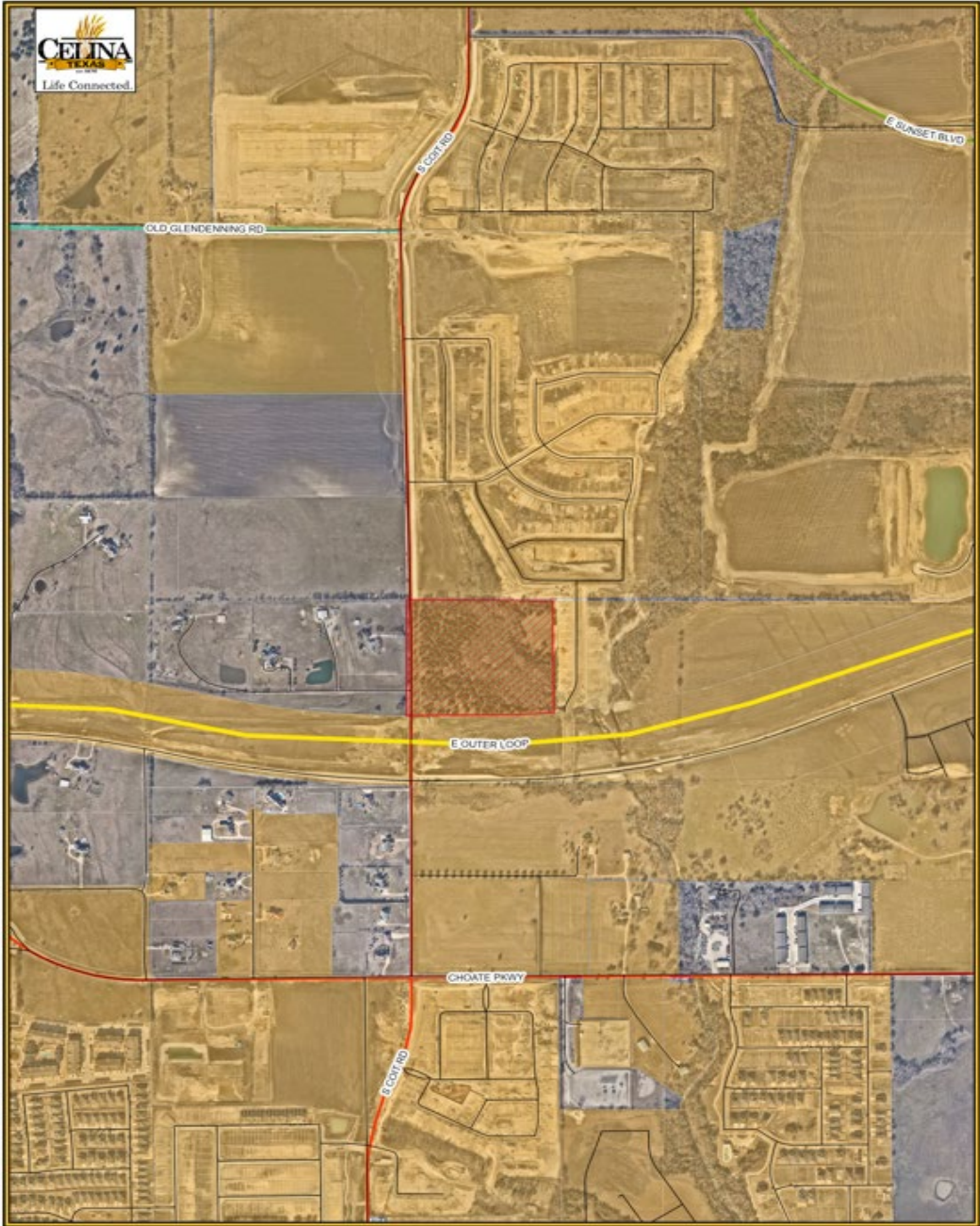
STONE TRACT

PD Zoning

City Council
July 11, 2023







LOCATION MAP

The subject property is generally located at the northeast corner of future Coit Road and the Collin County Outer Loop

Attachment: Staff Presentation (Stone Tract – PD Zoning)

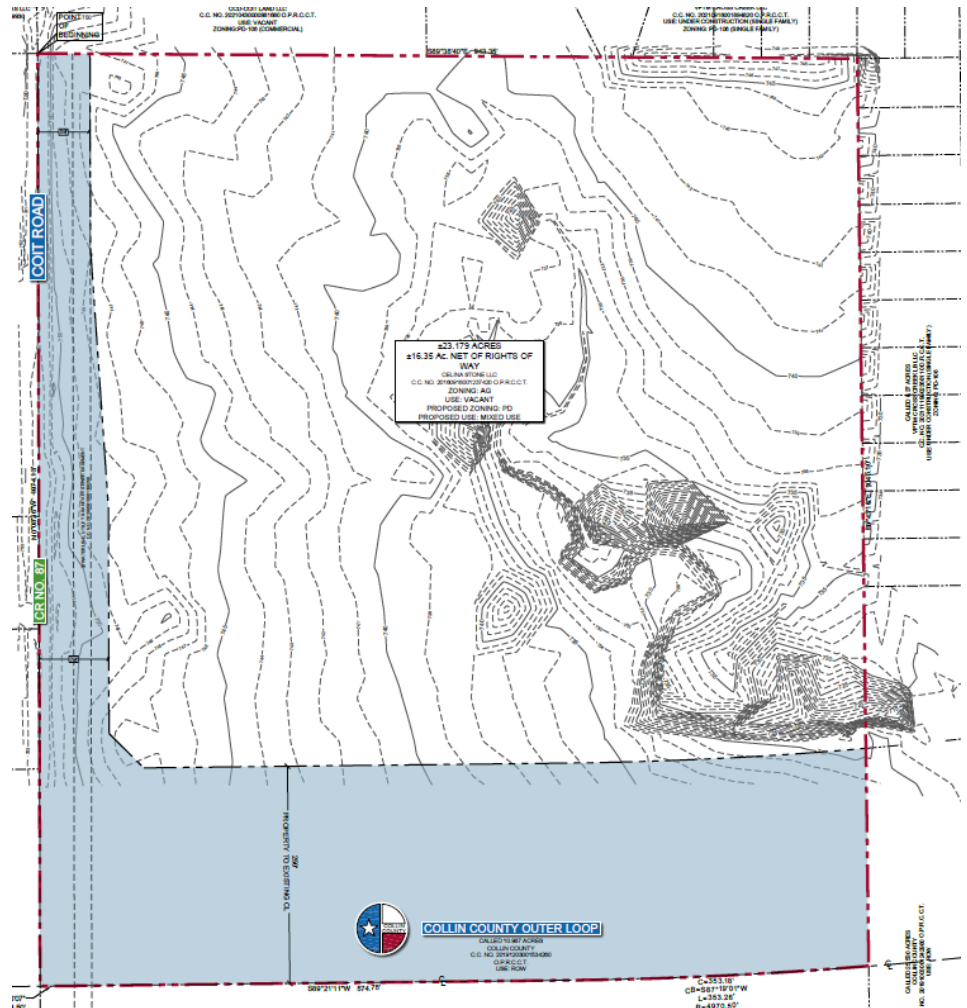
BACKGROUND

- The subject property is approximately 23 acres
- The property was annexed into City Limits and zoned Agricultural District (AG) in 2022
- The applicant is proposing a base zoning of the Collin County Outer Loop Overlay District (CCOLO) with Commercial, Office, & Retail District (C), and Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3)

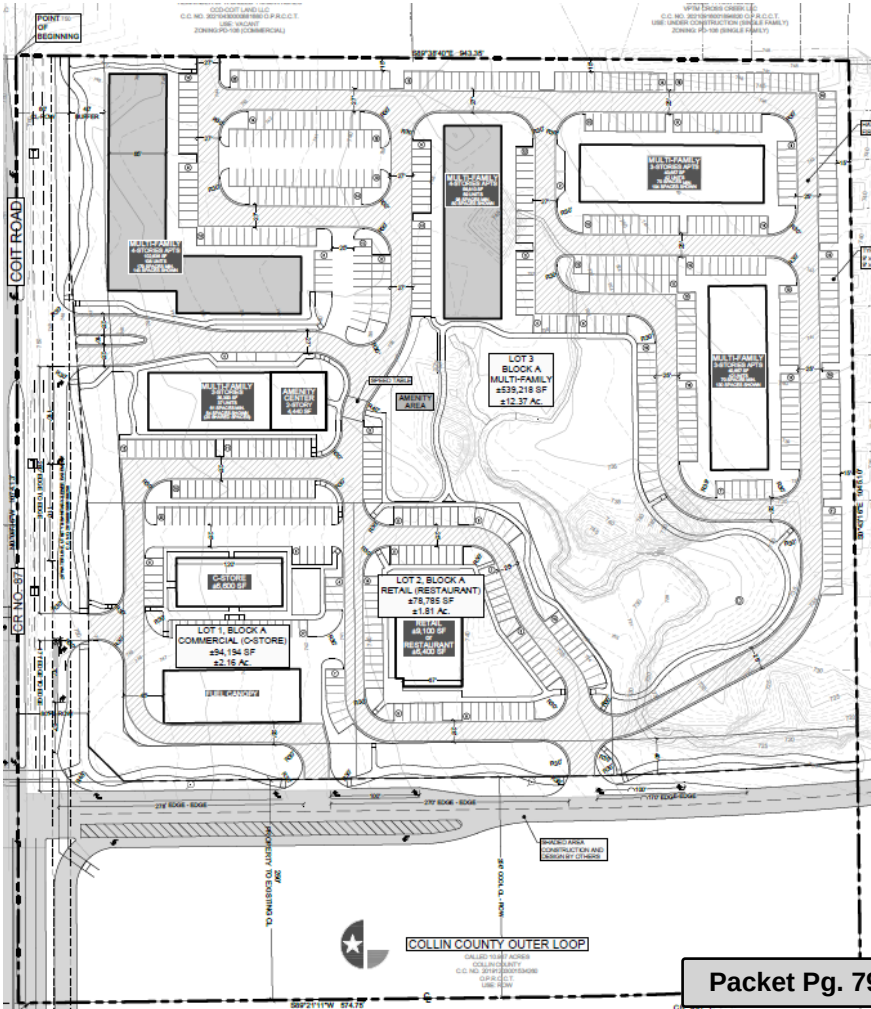
PROJECT OVERVIEW

Land Survey:

- The property's developable area is reduced due to the following:
- A creek bisects the property
 - Extensive ROW dedication for the Outer Loop & Coit Road
 - The applicant's request is for commercial on the hard corner and multi-family on the remainder of the tract



Concept Plan:



Attachment: Staff Presentation (Stone Tract – PD Zoning)

POLICY CONSIDERATIONS

- The applicant is requesting a 60' building setback and a 15' landscape buffer adjacent to single-family residential (to the north and east)
- Regional standard is a 20' building setback and a 10'-15' landscape buffer
- City standard:

ARTICLE II, PART THREE, TABLE 1		
SETBACKS & LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	20 feet
3 story	60 feet	30 feet
4+ story	100 feet	40 feet

POLICY CONSIDERATIONS

- The Collin County Outer Loop and Coit Road intersection can accommodate larger scale development
- The proposed zoning request is in conformance with the Future Land Use Plan, which supports mixed use development along the Outer Loop corridor
- The creek tangibly limits the retail (i.e. Big Box) potential of the property
- City Standards apply (architecture, landscape, etc.)
- The reduced landscape buffer is still at the high end of regional standard and allows the developer to better amenitize and engage the creek, as opposed to encroaching upon it

P&Z PUBLIC HEARING

- The Commission asked the applicant to better explain the request for a reduced landscape buffer
- The applicant indicated that it was an effort to meet parking standards while also preserving the creek corridor in a more natural state

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
STONE TRACT
PLANNED DEVELOPMENT #144

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 REZONING OF LAND THAT IS APPROXIMATELY 18 ACRES LOCATED IN THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF FUTURE COIT ROAD AND THE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG), TO A PLANNED DEVELOPMENT (PD-144) WITH A BASE ZONING OF THE COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT (CCOLO); 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 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

Attachment: Draft Ordinance (Stone Tract – PD 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. 144 with a base zoning of the Collin County Outer Loop Overlay District (CCOLO), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|-------------------------|
| Exhibit A: | Legal Description |
| 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" Planned Development District No. 144 with a base zoning of the Collin County Outer Loop Overlay District (CCOLO), 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 11th day of July 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 a tract of land situated in the Levin Routh Survey, Abstract No. 779, City of Celina, Collin County, Texas, and being a portion of a called 28.731-acre tract of land, described in a Special Warranty Deed to Celina Stone, LLC, as recorded in Instrument No. 20160916001237420 and a portion of Parcel 39 (called 10.987-acres), described in a Special Warranty Deed to Collin County, Texas, as recorded in Instrument No. 20191203001534260, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said 28.731-acre tract and the northeast corner of a called 4.4700-acre tract of land, described in a deed to Ram and Manjula Yalamanchili, as recorded in Instrument No. 20150908001137760, of the Official Public Records of Collin County, Texas, said point also being in County Road No. 87, an apparent public use right of way, no record found;

THENCE South 89°38'40" East, departing said County Road No. 87, along the northerly line of said 28.731-acre tract, a distance of 943.35 feet to the northeast corner of said 28.731-acre tract;

THENCE South 00°43'16" East, along the easterly line of said 28.731-acre tract, passing at a distance of 794.46 feet, the northeast corner of said Parcel 39 (called 10.987-acres), same being the northerly right of way line of the Collin County Outer Loop, 500' wide right of way, continuing along the easterly line of said Parcel 39 (called 10.987-acres), a total distance of 1,045.10 feet to the center of said Collin County Outer Loop, same being the beginning of a non-tangent curve to the right with a radius of 4,970.50 feet, a central angle of 04°04'19", and a chord bearing and distance of South 87°19'01" West, 353.18 feet;

THENCE in a westerly direction, departing the easterly line of said Parcel 39 (called 10.987-acres), along the centerline of said Collin County Outer Loop, and with said non-tangent curve to the right, an arc distance of 353.26 feet to a point for corner;

THENCE South 89°21'11" West, continuing along the centerline of said Collin County Outer Loop, a distance of 574.75 feet to the beginning of a tangent curve to the right with a radius of 5,604.50 feet, a central angle of 00°16'07", and a chord bearing and distance of South 89°29'14" West, 26.28 feet;

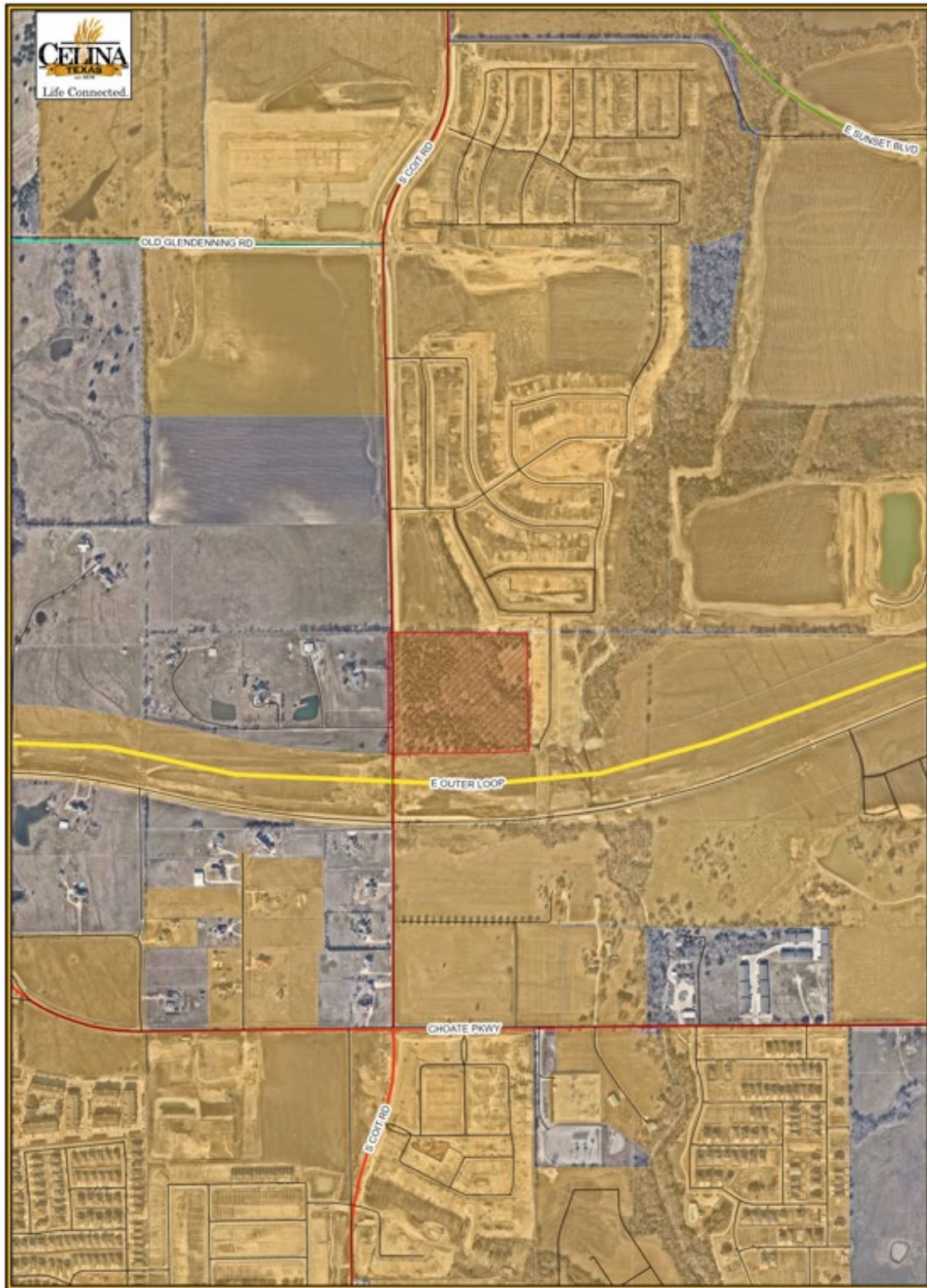
THENCE in a westerly direction, continuing along the centerline of said Collin County Outer Loop, with said tangent curve to the right, an arc distance of 26.28 feet to a point for corner on the westerly line of said Parcel 39 (called 10.987-acres);

THENCE North 00°08'36" West, departing the centerline of said Collin County Outer Loop, along the westerly line of said Parcel 39 (called 10.987-acres), passing the northwest corner of said Parcel 39 (called 10.987-acres), continuing along the westerly line of said 28.731-acre tract and along aforesaid County Road No. 87, a distance of 1,074.13 feet to the **POINT OF BEGINNING** and containing 23.179 acres of land, more or less.

Bearings described herein are per a survey performed by Surdukan Surveying, Inc, under Job No. 2022-126, dated September 8, 2020.

Attachment: Draft Ordinance (Stone Tract – PD Zoning)

Exhibit B Depiction of Property



Attachment: Draft Ordinance (Stone Tract – PD Zoning)

**Exhibit C
Concept Plan**

Attachment: Draft Ordinance (Stone Tract – PD Zoning)

EXHIBIT D Development Regulations

These planned development standards are established to provide areas for mixed-use development, encourage and promote well-planned, compact, and viable retail/mixed-use development.

All development within Tract shall meet the standards of the Collin Counter Outer Loop Overlay District (CCOLO) as established in the City of Celina Zoning Ordinance, with the exceptions noted herein.

- (a) **Permitted Uses**. The following uses are allowed by right or by the approval of a Specific Use Permit (SUP) as noted herein. Other uses are allowed per the Schedule of Uses for the CCOLO District as outlined in the City's Zoning Ordinance:

Schedule of Permitted Uses ¹	
<i>Land Use</i>	
Assisted Living	S
Dwelling, Senior Living, all types	S
Gas Pumps/Fuel Sales, incl convenience stores, gas stations, etc ²	P
Medical Facilities (secondary / ancillary)	P
MF-3, Multi-Family Urban Living ³	P
MF-2, Multi-Family Urban Edge ³	P
Restaurant, Dine-In or Drive-Thru	P

1. Other similar/complimentary uses may be approved by the City in addition to the specific uses noted herein. Other uses consistent with an urban mixed-use environment may be approved by the City with a Specific Use Permit.
2. A maximum of 1 is allowed by right (excluding fueling stations that are allowed as accessory uses herein).
3. Age restricted senior living (Independent Living) is allowed within this multiple family use.

(b) **Development Regulations**

- A. All multi-family buildings within the development shall be a minimum of two (2) stories in height and a maximum height of four (4) stories except as noted in 2A.

(c) **Development Regulations**

- A. No less than 3 acres at the intersection of the Outer Loop and CR 97 will be Commercial uses as allowed under this Ordinance.
- B. Multiple family buildings with enclosed garages in MF-2, when adjacent to a public street, must face the garage doors internally to the development. Garage doors may

not face a public street unless otherwise approved by the City at time of approval of the preliminary site plan/site plan. This provision does not include podium parking which is allowed by right as long as there is a minimum 3' headlight screening element between the parking and the public street.

- C. Age restricted multifamily (Independent Living) complexes can park at a ratio of 1 space per unit count, no matter what the size of an individual unit.
- D. No less than 1.60 spaces per dwelling unit overall. There shall be a minimum of 1.5 spaces per bedroom except for or 3+ bedrooms, which shall have a minimum of 2.0 spaces per bedroom.
- E. The front building along Coit Road can be within 10' of the northern property line.
- F. Second story (and above) balconies and/or patios can extend 5' into the minimum setback/landscape buffer. First floor stoops may extend 5' into the landscape buffer, no private fencing is permitted to encroach into the buffer.
- G. The landscape buffer between the adjacent properties to the north and east (PD 106) shall be a minimum of 15', and the building setback shall be 60'.
- H. Architectural Standards- The spirit and intent of the architectural standards, as outlined in Section 14.04.101 of the Development Code (as may be amended), shall apply to the property. These standards are not intended to prohibit architectural innovation, nor are they to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and intent. The provisions of this section shall be administered by the Director of Development Services who shall have the authority to approve any façade plan that is deemed to satisfy the spirit and intent of the requirements of this section to the extent possible. Alternative façade plans deemed to meet the intent of the requirements, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustrations of purpose contained within the requirements. Alternative architectural styles and/or concepts, deviations, waivers, etc. will not be unreasonably withheld.
 - Façade orientations (i.e. layouts) to the single family do not apply. Buildings within a common development may have varying architectural styles, materials, colors, and/or detailing as long as they have similar quality, visual character, and interest.
- I. The thoroughfare alignments show on Exhibit C are for illustration purposes only and do not set the alignment(s), which will be determined at the time of the Final Plat.

Table 2A		
	West of Creek	East of Creek
Land use	MF-2, MF-3 (incl. Podium)	MF-2
Height	6 story max	4 story max
Density	MF-2 & Podium are to be 28 units/acre MF-3 has a max of 60 units/acre	MF-2 is to be 28 units/acre



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, Interim City Manager
Date: July 11, 2023
Re: Chalk Hill PID No. 2 - Levy Ordinance

Action Requested:

Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Chalk Hill Public Improvement District No. 2 Service and Assessment Plan, including the Phases #2-3 Direct Improvements Assessment Roll; making a finding of special benefit to property within Phases #2-3 of the Chalk Hill Public Improvement District No. 2; 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. (Chalk Hill PID No. 2 – Levy Ordinance) (Pollard)

Background:

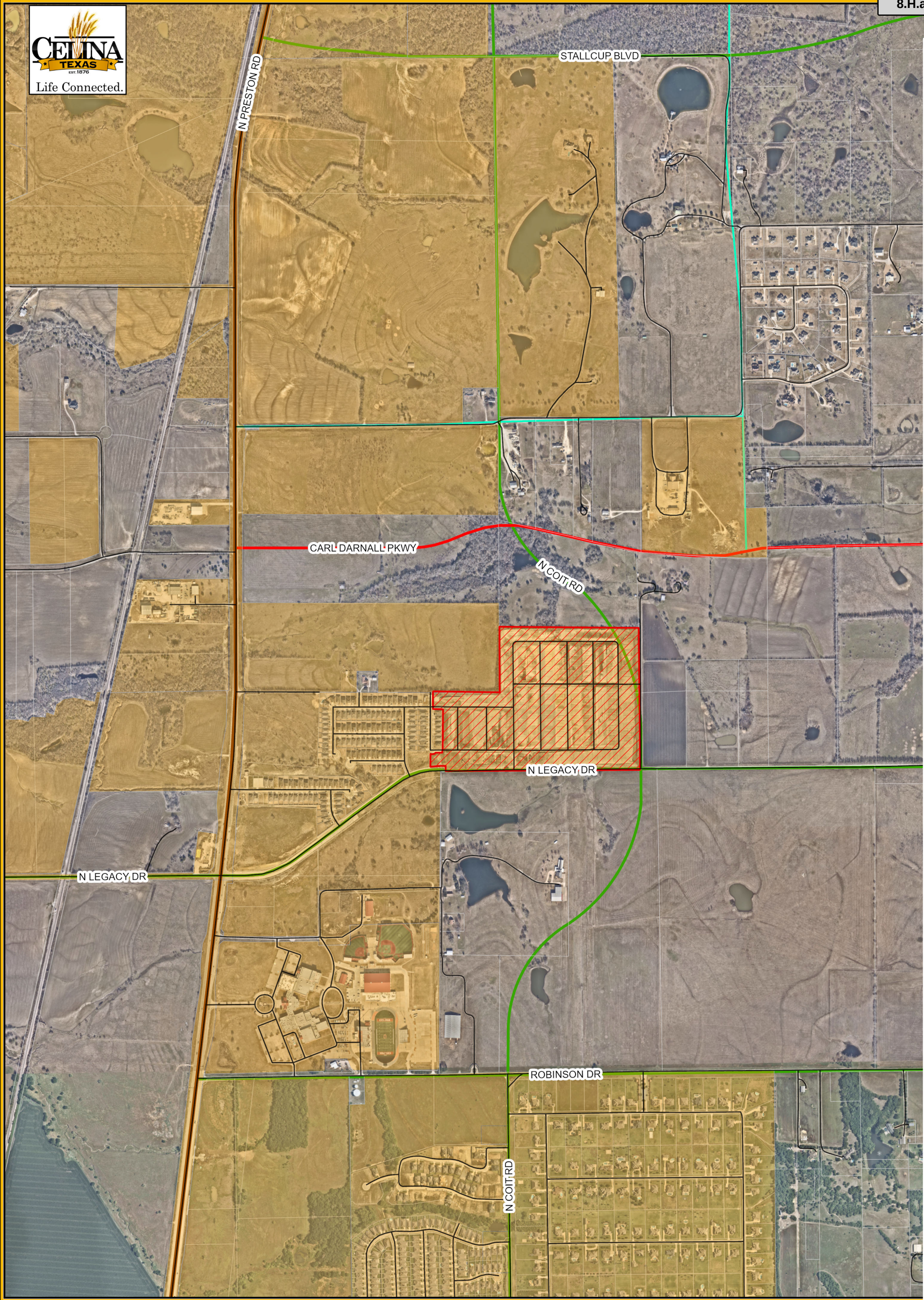
Please refer to the attachment for additional information.

Supporting Documents:

Location Map
Draft Ordinance

Staff Recommendation:

Staff recommends approval.



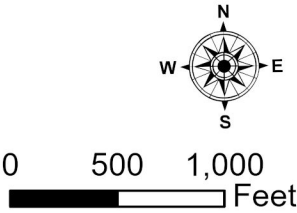
Attachment: Location Map (Chalk Hill PID No. 2 – Levy Ordinance)

Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

Chalk Hill Phase 2 Location Map City of Celina

6/28/2023



ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASES #2-3 DIRECT IMPROVEMENT ASSESSMENT ROLL FOR THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASES #2-3 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN PHASES #2-3 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, on November 14, 2017 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 in the corporate boundaries of the City; and

WHEREAS, the petition contained the signatures of the owners 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 Collin Central Appraisal District, and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on December 12, 2017, 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. 2017-212R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Chalk Hill Public Improvement District No. 2 (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; 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 June 13, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phases #2-3 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phases #2-3 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Phases #2-3 of the District and make

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 Phases #2-3 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 June 14, 2023, the City Secretary filed the Phases #2-3 Direct Improvement 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 June 19, 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, the City Council opened the Levy and Assessment Hearing on July 11, 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 Phases #2-3 Direct Improvement 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 estimated costs of the Authorized Improvements to be undertaken for the benefit of the Phases #2-3 Assessed Property (as defined in the Service and Assessment Plan) (the “Phases #2-3 Direct Improvements”), the purposes of the Assessments, the special benefits of the Phases #2-3 Direct Improvements, 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 Phases #2-3 Direct Improvement Assessment Roll and the Chalk Hill Public Improvement District No. 2 Service and Assessment Plan, dated July 11, 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 assessment roll attached thereto as Appendix I (the “Phases #2-3 Direct Improvement 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 Phases #2-3 Direct Improvements (as described in the Service and Assessment Plan), the Phases #2-3 Direct Improvement Assessment Roll, or the levy of the Assessments against the Phases #2-3 Assessed Property; and

WHEREAS, the owners (the “Landowners”), or their representatives, of the majority of the privately-owned and taxable property located within Phases #2-3 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and

acceptance of the Service and Assessment Plan, approval of the Phases #2-3 Direct Improvement Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Phases #2-3 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 estimated costs of the Phases #2-3 Direct Improvements (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 Phases #2-3 Assessed Property will receive from the construction of the Phases #2-3 Direct Improvements 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 Phases #2-3 Direct Improvements, 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 estimated costs of the Phases #2-3 Direct Improvements to be assessed against the Phases #2-3 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Phases #2-3 Assessed Property because of the Phases #2-3 Direct Improvements;

(d) All of the real property in Phases #2-3 of the District which is being assessed in the amounts shown in the Phases #2-3 Direct Improvement Assessment Roll will be benefited by the Phases #2-3 Direct Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phases #2-3 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the estimated costs of Phases #2-3 Direct Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the estimated costs of the Phases #2-3 Direct Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the estimated 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 Phases #2-3 Direct Improvement Assessment Roll should be approved as the assessment roll for the Phases #2-3 Assessed Property within 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 Phases #2-3 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. Phases #2-3 Direct Improvement Assessment Roll.

The Phases #2-3 Direct Improvement Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the Phases #2-3 Assessed Property.

Section 5. Levy and Payment of Assessments for Estimated Costs of the Phases #2-3 Direct Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phases #2-3 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 Phases #2-3 Direct Improvement Assessment Roll, in the respective amounts shown

on the Phases #2-3 Direct Improvement Assessment Roll, as a special assessment on the properties set forth in the Phases #2-3 Direct Improvement Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the 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 Phases #2-3 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 Phases #2-3 Direct Improvements 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 Phases #2-3 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 Phases #2-3 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 Phases #2-3 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. 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 Phases #2-3 Direct Improvement 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 11th day of July, 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 (Chalk Hill PID No. 2 – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

CHALK HILL PUBLIC IMPROVEMENT DISTRICT No. 2

CITY OF CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

March 23, 2018

As updated for Phases #2-3 Direct Improvements on July
11, 2023

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

CHALK HILL

PUBLIC IMPROVEMENT DISTRICT No. 2

SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS	4
A. INTRODUCTION	4
B. DEFINITIONS	5
II. PROPERTY INCLUDED IN THE PID	12
A. PROPERTY INCLUDED IN THE PID	12
B. PROPERTY INCLUDED IN PHASE #1.....	12
C. PROPERTY INCLUDED IN PHASES #2-3.....	12
III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS	14
A. AUTHORIZED IMPROVEMENT OVERVIEW	14
B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS	15
C. DESCRIPTIONS AND COSTS OF PHASE #1 DIRECT IMPROVEMENTS.....	16
D. DESCRIPTIONS AND COSTS OF PHASES #2-3 DIRECT IMPROVEMENTS.....	17
IV. SERVICE PLAN	21
A. PROJECTED SOURCES AND USES OF FUNDS	21
B. PROJECTED FIVE -YEAR SERVICE AND ASSESSMENT PLAN.....	23
C. PID ASSESSMENT NOTICE.....	25
V. ASSESSMENT PLAN	26
A. INTRODUCTION	26
B. SPECIAL BENEFIT	27
C. ALLOCATION OF COSTS TO ASSESSED PROPERTY	29
D. ASSESSMENT METHODOLOGY	30
E. ASSESSMENTS.....	32
F. ADMINISTRATIVE EXPENSES	33
G. PREPAYMENT AND DELINQUENCY RESERVE	33
H. TIRZ CREDIT.....	33
VI. TERMS OF THE ASSESSMENTS	34
A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3 RELATED TO THE PHASES #2-3 MAJOR IMPROVEMENTS.....	34
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1.....	34
C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3 RELATED TO THE PHASES #2-3 DIRECT IMPROVEMENTS.....	35
D. REALLOCATION OF ASSESSMENTS	35
E. MANDATORY PREPAYMENT OF ASSESSMENTS	36
F. REDUCTION OF ASSESSMENTS	37
G. PAYMENT OF ASSESSMENTS	37
H. COLLECTION OF ANNUAL INSTALLMENTS	39
VII. THE ASSESSMENT ROLL	41
A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL	41

B. PHASE #1 ASSESSMENT ROLL.....	41
C. PHASES #2-3 DIRECT IMPROVEMENT ASSESSMENT ROLL.....	41
D. ANNUAL ASSESSMENT ROLL UPDATES.....	42
VIII. MISCELLANEOUS PROVISIONS	43
A. ADMINISTRATIVE REVIEW	43
B. TERMINATION OF ASSESSMENTS	43
C. AMENDMENTS	43
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....	44
E. SEVERABILITY.....	44
APPENDIX A - PID MAP	
APPENDIX B - ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS	
APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS	
APPENDIX D - LEGAL DESCRIPTION (PHASES #2-3)	
APPENDIX E - PID ASSESSMENT NOTICE	
APPENDIX F - ASSESSMENT PER UNIT, PROJECTED LEVERAGE, PROJECTED TAX RATE EQUIVALENTS	
APPENDIX G - PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL	
APPENDIX H - PHASE #1 ASSESSMENT ROLL	
APPENDIX I - PHASES #2-3 DIRECT IMPROVEMENT ASSESSMENT ROLL	

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 July 11, 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.

(remainder of this page is intentionally left blank)

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			
<u>Major Improvements</u>			
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>
<u>Phase #1 Direct Improvements</u>			
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>
<u>Bond Issuance Costs</u>			
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 being issued in 2023 and Phases #2-3 Direct Improvement Reimbursement Agreement is being 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	\$765,679
2026	\$0	\$0	\$0	\$765,520
2027	\$0	\$0	\$0	\$765,118
2028	\$0	\$0	\$0	\$765,443
2029	\$0	\$0	\$0	\$764,497
Total	\$10,960,510	\$9,245,000	\$1,715,510	\$3,919,914

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 being 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 levied or 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 number of units to be built on each new subdivided Parcel

D = the sum of the estimated total number of 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 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 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 June 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 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 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 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-B 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 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

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;

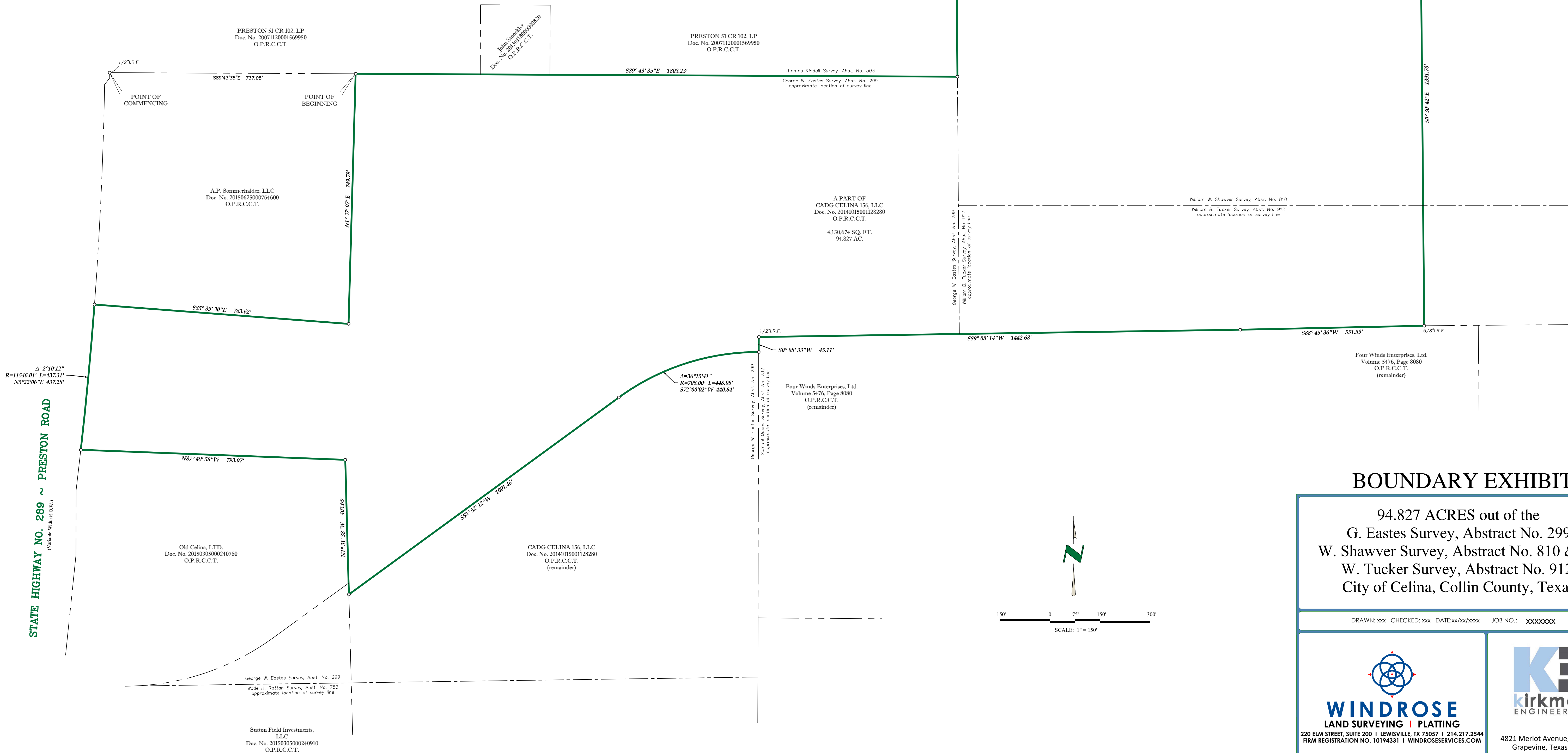
THENCE North 01 degrees 31 minutes 38 seconds West, with the west line of said CADG Celina 156 tract, the east line of said Sutton Field Investments, LLC, tract, and the east line of that certain tract of land described to Old Celina, LTD., by deed recorded under Document Number 20150305000240780 of 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.



BOUNDARY EXHIBIT

94.827 ACRES out of the
G. Eastes Survey, Abstract No. 299
W. Shawver Survey, Abstract No. 810 & the
W. Tucker Survey, Abstract No. 912,
City of Celina, Collin County, Texas

DRAWN: xxx CHECKED: xxx DATE: xx/xx/xxxx JOB NO.: XXXXXXX

WINDROSE
LAND SURVEYING | PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

Kirkman
ENGINEERING

4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960



APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 seperated 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
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	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



**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	



**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 Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)



**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:	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

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 Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)



**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 separated 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)	\$
Street Lights & Signs (PID)	\$ 160,340
Retaining Walls (PID)	\$
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 Ordinance (Chalk Hill PID No. 2 - Levy Ordinance)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)



EXHIBIT C

CHALK HILL CONCEPT PLAN

CELINA, TEXAS

Attachment: Draft Ordinance (Chalk Hill PID No. 2 - Levy Ordinance)

SHEET:
V1.1

6/15/17

CEN15001

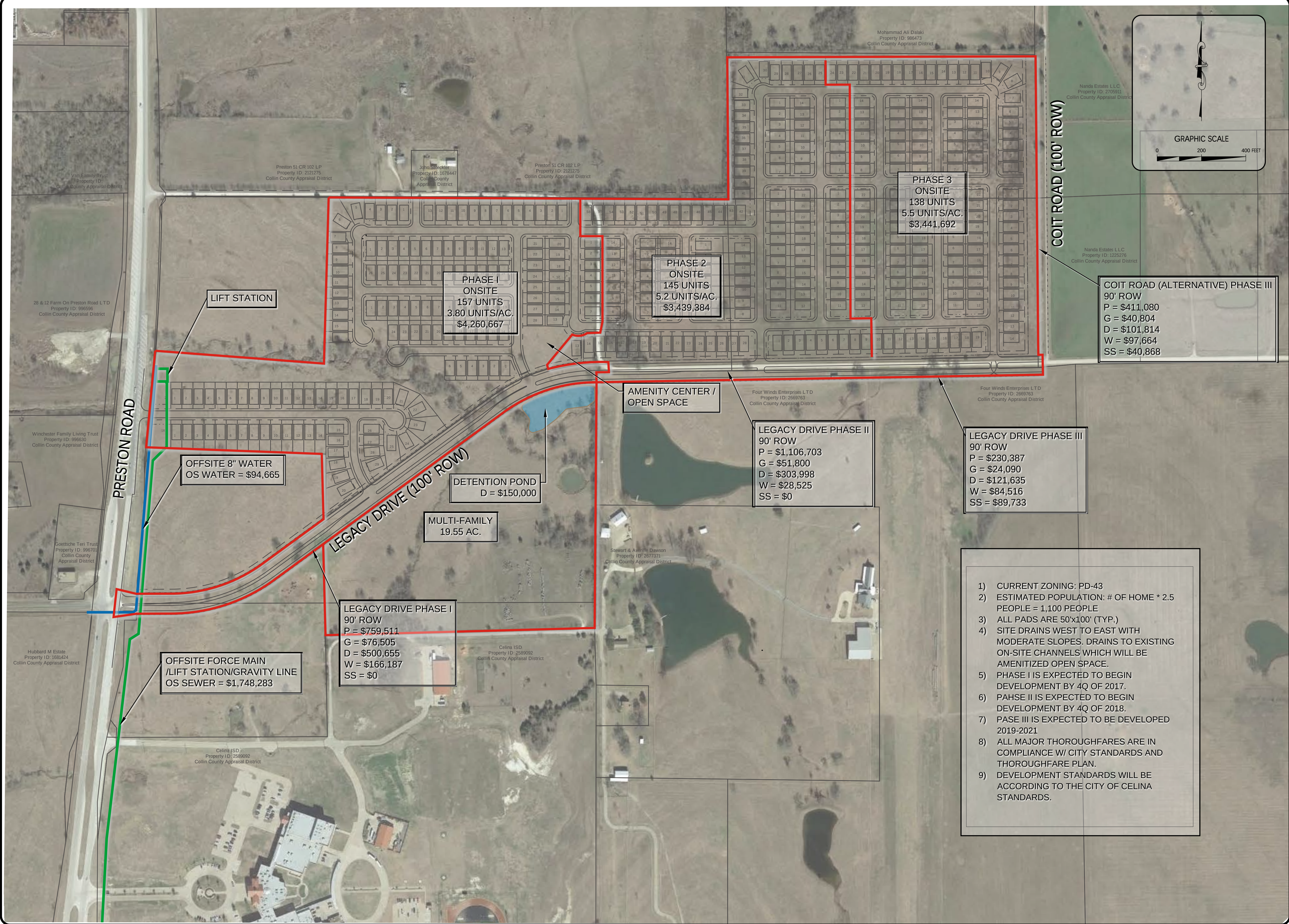


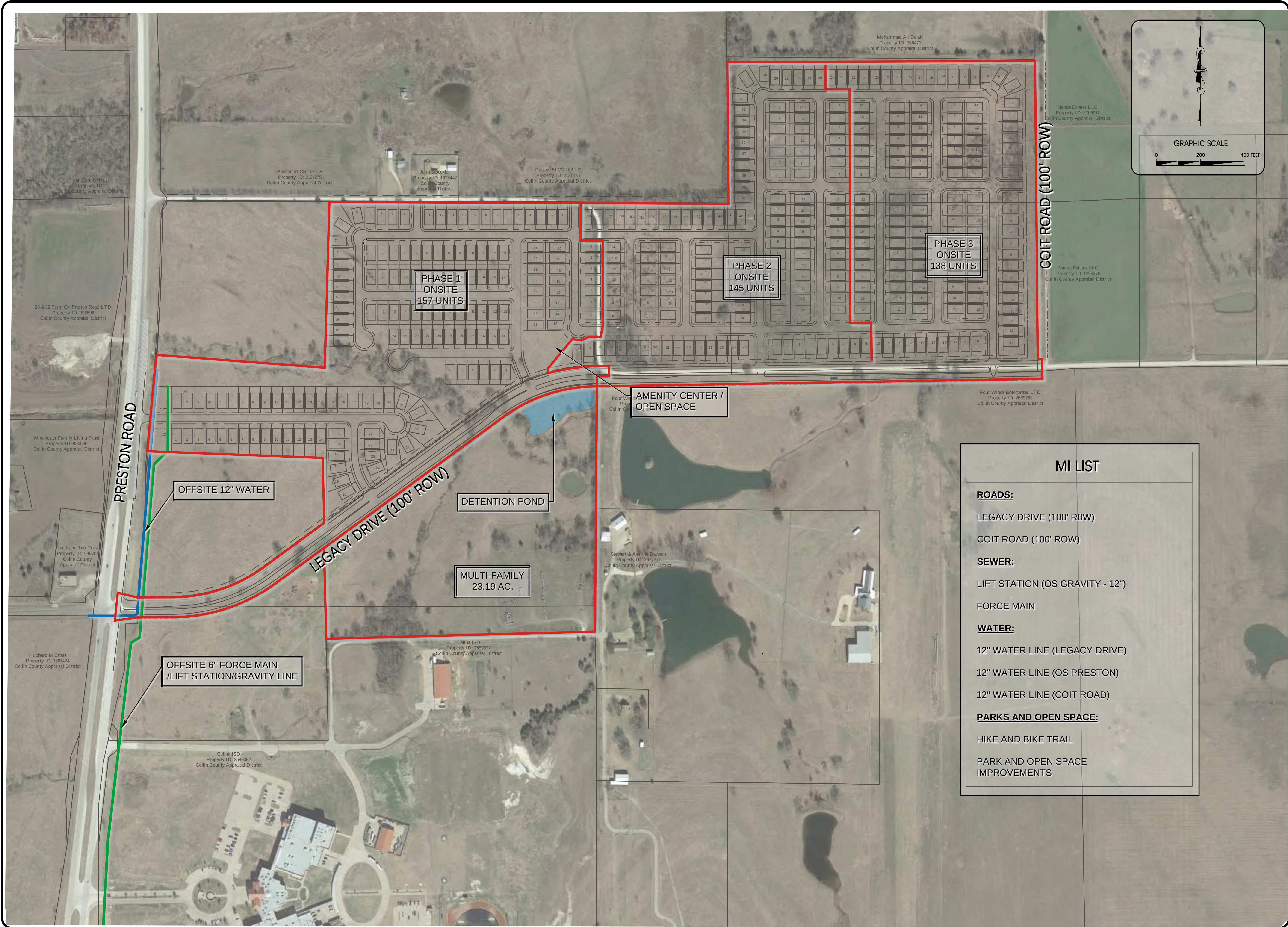


EXHIBIT D
CHALK HILL CONCEPT PLAN
CELINA, TEXAS

SHEET:
V1.1

6/15/17

CEN15001



MI LIST

ROADS:

LEGACY DRIVE (100' ROW)
COIT ROAD (100' ROW)

SEWER:

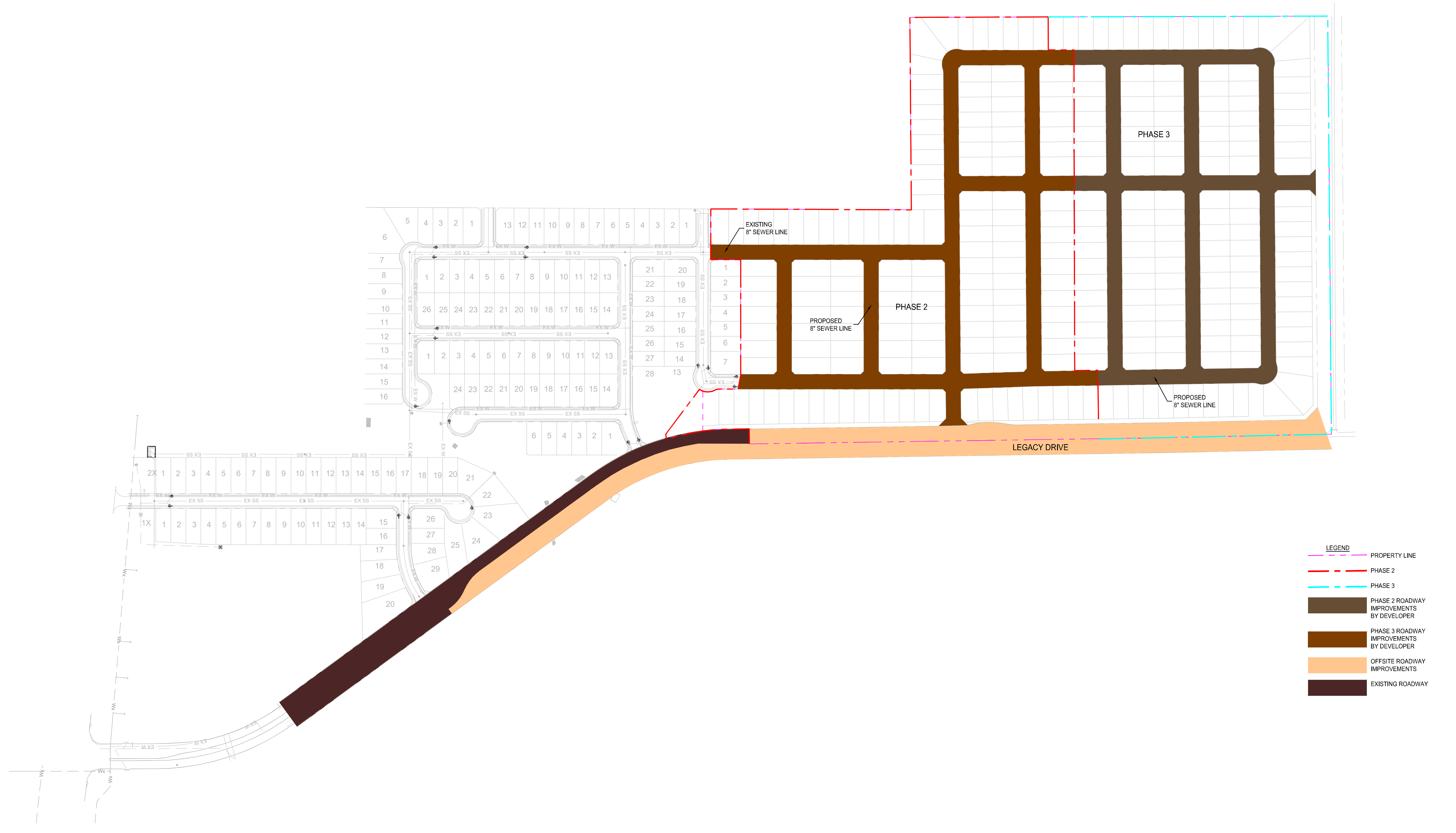
LIFT STATION (OS GRAVITY - 12")
FORCE MAIN

WATER:

12" WATER LINE (LEGACY DRIVE)
12" WATER LINE (OS PRESTON)
12" WATER LINE (COIT ROAD)

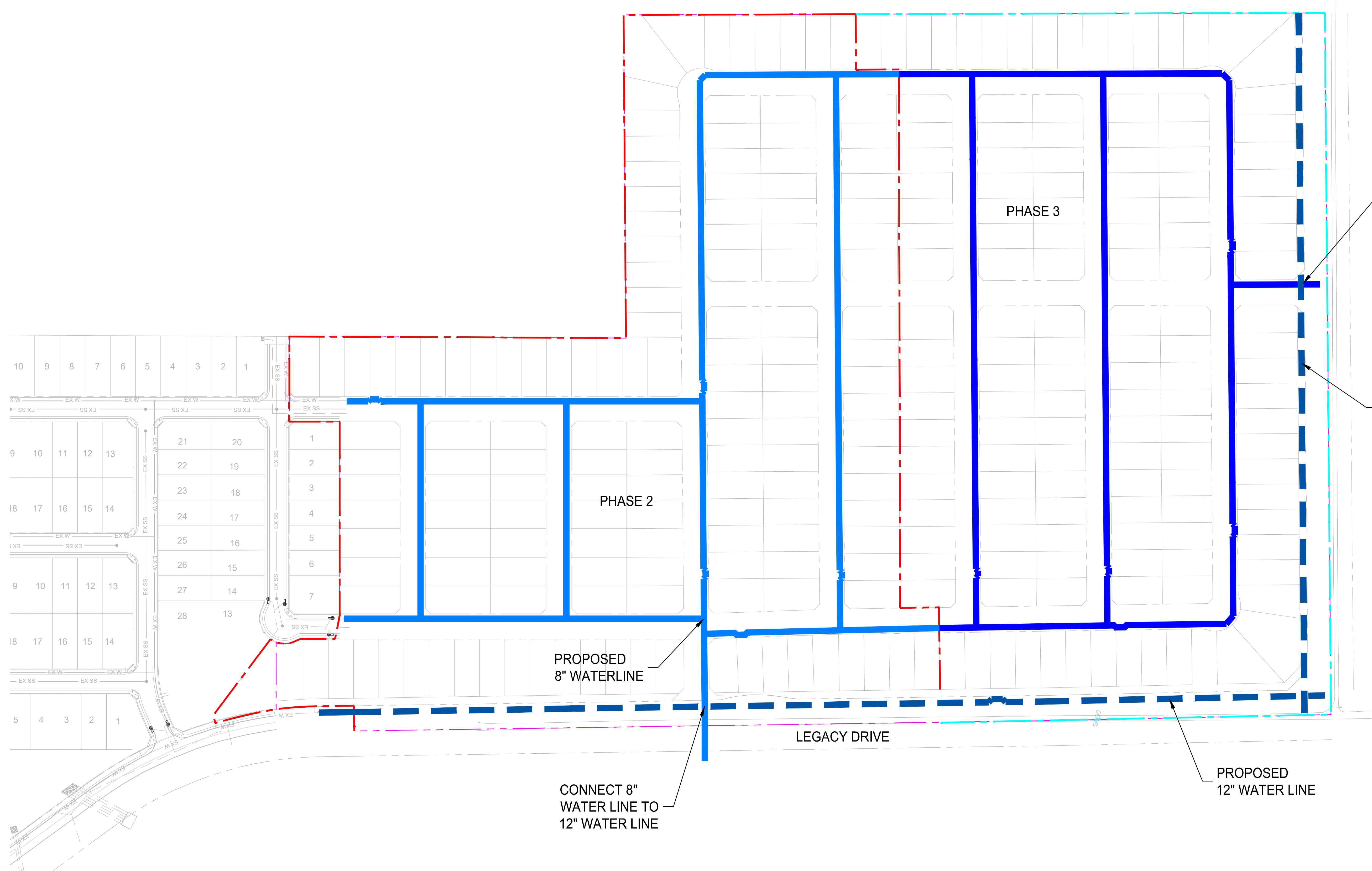
PARKS AND OPEN SPACE:

HIKE AND BIKE TRAIL
PARK AND OPEN SPACE
IMPROVEMENTS



LEGEND

- PROPERTY LINE
- PHASE 2
- PHASE 3
- PHASE 2 ROADWAY IMPROVEMENTS BY DEVELOPER
- PHASE 3 ROADWAY IMPROVEMENTS BY DEVELOPER
- OFFSITE ROADWAY IMPROVEMENTS
- EXISTING ROADWAY



CONNECT 8"
WATER LINE TO
12" WATER LINE

PROPOSED
12" WATER LINE

PROPOSED
8" WATERLINE

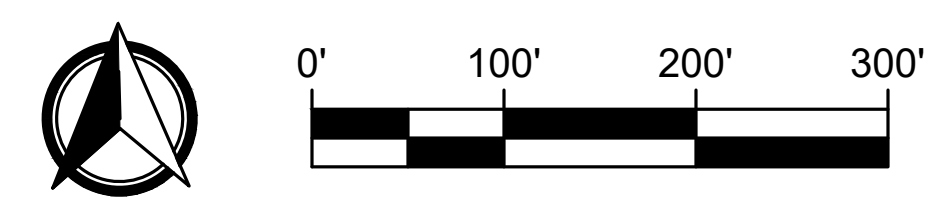
CONNECT 8"
WATER LINE TO
12" WATER LINE

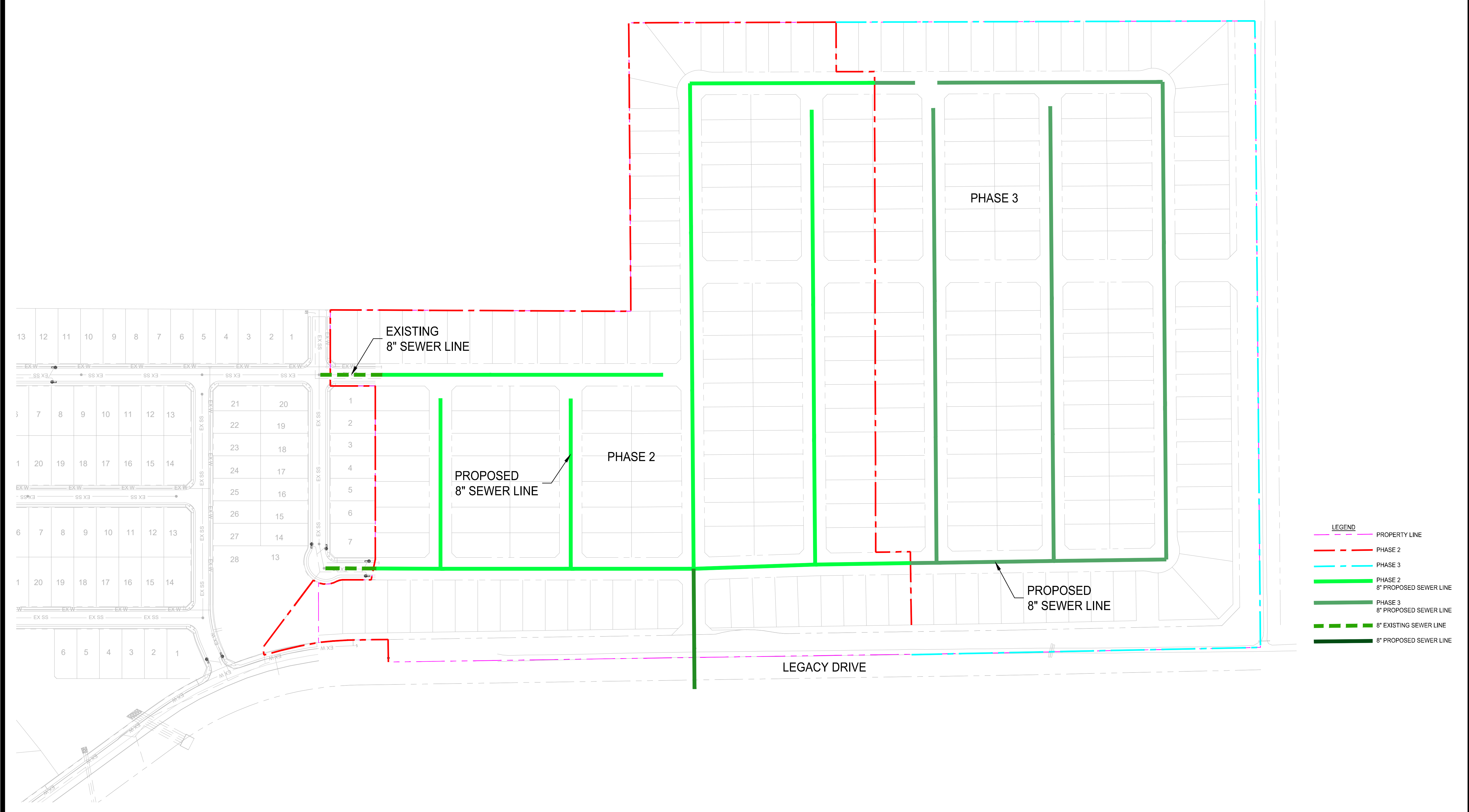
PROPOSED
12" WATER LINE

- 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

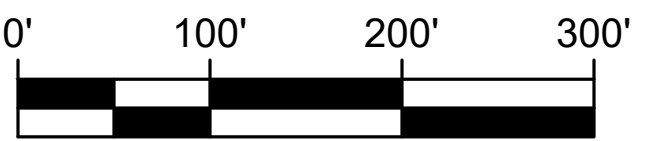




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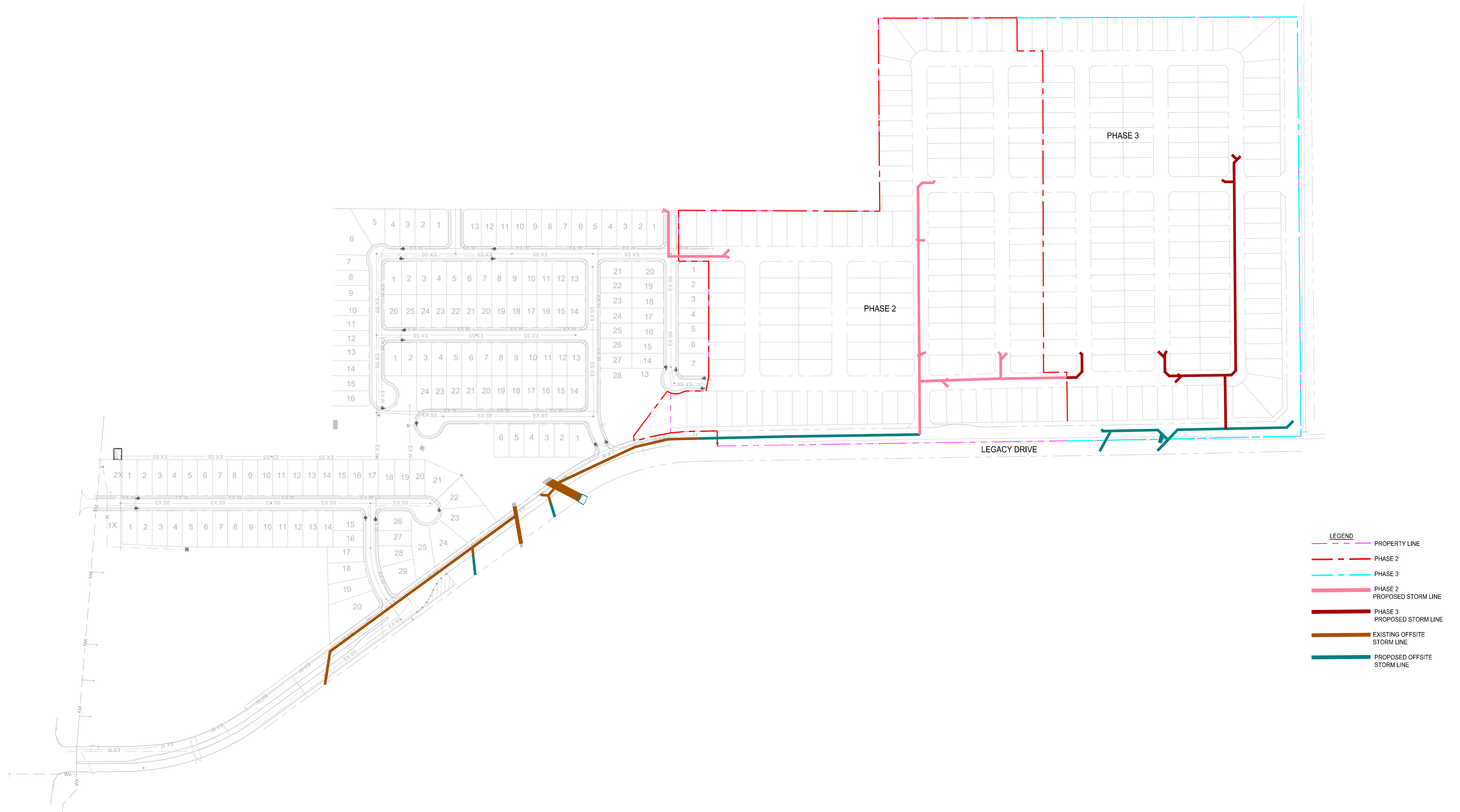


CEN22002
CHALK HILL SEWER EXHIBIT
CELINA, TEXAS
OCTOBER 2022



Attachment: Draft Ordinance (Chalk Hill PID No. 2 - Levy Ordinance)

J:\04\CEN22002_Chalh_HillPhase2\Civil\Exhibits\2022\1019 PID Exhibit\CEN22002 - EXHIBITS



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;

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

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – 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 ***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 Ordinance (Chalk Hill PID No. 2 – 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 (Chalk Hill PID No. 2 – 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 (Chalk Hill PID No. 2 – 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 (Chalk Hill PID No. 2 – Levy Ordinance)

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 Lot ¹	Projected Home Value per Lot ¹	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 Lot ¹	Projected Home Value per Lot ¹	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 Lot ¹	Projected Home Value per Lot ¹	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 Lot ¹	Projected Home Value per Lot ¹	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 Lot ¹	Projected Home Value per Lot ¹	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 Lot ¹	Projected Home Value per Lot ¹	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	\$2,675.28	\$3.82	\$0.67

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	\$3,871.25	\$5.53	\$0.97

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

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

APPENDIX I
PHASES #2-3 DIRECT IMPROVEMENT ASSESSMENT ROLL

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

Appendix I
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 Am Installm
2024	\$0	\$496,145	\$0	\$93,657	\$0	\$0	(\$496,145)	\$93,657
2025	\$56,000	\$494,325	\$23,000	\$92,989	\$61,200	\$38,165	\$0	\$765,679
2026	\$59,000	\$490,588	\$24,000	\$91,624	\$62,424	\$37,885	\$0	\$765,521
2027	\$62,000	\$486,655	\$25,000	\$90,200	\$63,672	\$37,590	\$0	\$765,117
2028	\$65,000	\$482,528	\$27,000	\$88,690	\$64,946	\$37,280	\$0	\$765,444
2029	\$68,000	\$478,205	\$28,000	\$87,092	\$66,245	\$36,955	\$0	\$764,499
2030	\$71,000	\$473,688	\$30,000	\$85,407	\$67,570	\$36,615	\$0	\$764,270
2031	\$75,000	\$468,943	\$32,000	\$83,606	\$68,921	\$36,260	\$0	\$764,709
2032	\$79,000	\$463,938	\$34,000	\$81,689	\$70,300	\$35,885	\$0	\$764,802
2033	\$111,000	\$457,763	\$36,000	\$79,655	\$45,000	\$35,490	\$0	\$764,903
2034	\$119,000	\$450,288	\$38,000	\$77,505	\$45,225	\$34,935	\$0	\$764,953
2035	\$127,000	\$442,293	\$40,000	\$75,240	\$45,451	\$34,340	\$0	\$764,324
2036	\$137,000	\$433,713	\$42,000	\$72,857	\$45,678	\$33,705	\$0	\$764,953
2037	\$147,000	\$424,483	\$45,000	\$70,330	\$45,907	\$33,020	\$0	\$765,733
2038	\$157,000	\$414,603	\$47,000	\$67,657	\$46,136	\$32,285	\$0	\$764,681
2039	\$169,000	\$404,008	\$50,000	\$64,840	\$46,367	\$31,500	\$0	\$765,715
2040	\$181,000	\$392,633	\$53,000	\$61,847	\$46,599	\$30,655	\$0	\$765,734
2041	\$194,000	\$380,445	\$56,000	\$58,681	\$46,832	\$29,750	\$0	\$765,708
2042	\$208,000	\$367,380	\$59,000	\$55,340	\$47,066	\$28,780	\$0	\$765,566
2043	\$223,000	\$353,373	\$62,000	\$51,825	\$47,301	\$27,740	\$0	\$765,239
2044	\$239,000	\$338,358	\$66,000	\$48,107	\$47,538	\$26,625	\$0	\$765,628
2045	\$256,000	\$322,270	\$70,000	\$44,156	\$47,776	\$25,430	\$0	\$765,632
2046	\$275,000	\$305,013	\$74,000	\$39,973	\$48,014	\$24,150	\$0	\$766,150
2047	\$294,000	\$286,520	\$78,000	\$35,557	\$48,254	\$22,775	\$0	\$765,106
2048	\$316,000	\$266,695	\$83,000	\$30,880	\$48,496	\$21,305	\$0	\$766,376
2049	\$691,000	\$233,968	\$88,000	\$25,913	\$48,738	\$19,725	\$0	\$1,107,344
2050	\$739,000	\$187,493	\$93,000	\$20,655	\$48,982	\$16,270	\$0	\$1,105,399
2051	\$786,000	\$137,930	\$98,000	\$15,106	\$49,227	\$12,575	\$0	\$1,098,838
2052	\$846,000	\$84,890	\$104,000	\$9,238	\$49,473	\$8,645	\$0	\$1,102,246
2053	\$883,000	\$57,395	\$107,000	\$6,217	\$49,720	\$4,415	\$0	\$1,107,747
Total	\$7,633,000	\$11,076,520	\$1,612,000	\$1,806,532	\$1,519,058	\$830,750	(\$496,145)	\$23,981,747

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Levy Ordinance)

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 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 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 through year 2032, and a .05% increase thereafter. 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.

Appendix I-1
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 Annu Installmen
2024	\$0	\$1,747	\$0	\$330	\$0	\$0	(\$1,747)	\$330
2025	\$197	\$1,741	\$81	\$327	\$215	\$134	0	\$2,696
2026	\$208	\$1,727	\$85	\$323	\$220	\$133	\$0	\$2,695
2027	\$218	\$1,714	\$88	\$318	\$224	\$132	\$0	\$2,694
2028	\$229	\$1,699	\$95	\$312	\$229	\$131	\$0	\$2,695
2029	\$239	\$1,684	\$99	\$307	\$233	\$130	\$0	\$2,692
2030	\$250	\$1,668	\$106	\$301	\$238	\$129	\$0	\$2,691
2031	\$264	\$1,651	\$113	\$294	\$243	\$128	\$0	\$2,693
2032	\$278	\$1,634	\$120	\$288	\$248	\$126	\$0	\$2,693
2033	\$391	\$1,612	\$127	\$280	\$158	\$125	\$0	\$2,693
2034	\$419	\$1,586	\$134	\$273	\$159	\$123	\$0	\$2,693
2035	\$447	\$1,557	\$141	\$265	\$160	\$121	\$0	\$2,691
2036	\$482	\$1,527	\$148	\$257	\$161	\$119	\$0	\$2,693
2037	\$518	\$1,495	\$158	\$248	\$162	\$116	\$0	\$2,696
2038	\$553	\$1,460	\$165	\$238	\$162	\$114	\$0	\$2,693
2039	\$595	\$1,423	\$176	\$228	\$163	\$111	\$0	\$2,696
2040	\$637	\$1,383	\$187	\$218	\$164	\$108	\$0	\$2,696
2041	\$683	\$1,340	\$197	\$207	\$165	\$105	\$0	\$2,696
2042	\$732	\$1,294	\$208	\$195	\$166	\$101	\$0	\$2,696
2043	\$785	\$1,244	\$218	\$182	\$167	\$98	\$0	\$2,695
2044	\$842	\$1,191	\$232	\$169	\$167	\$94	\$0	\$2,696
2045	\$901	\$1,135	\$246	\$155	\$168	\$90	\$0	\$2,696
2046	\$968	\$1,074	\$261	\$141	\$169	\$85	\$0	\$2,698
2047	\$1,035	\$1,009	\$275	\$125	\$170	\$80	\$0	\$2,694
2048	\$1,113	\$939	\$292	\$109	\$171	\$75	\$0	\$2,699
2049	\$2,433	\$824	\$310	\$91	\$172	\$69	\$0	\$3,899
2050	\$2,602	\$660	\$327	\$73	\$172	\$57	\$0	\$3,892
2051	\$2,768	\$486	\$345	\$53	\$173	\$44	\$0	\$3,869
2052	\$2,979	\$299	\$366	\$33	\$174	\$30	\$0	\$3,881
2053	\$3,109	\$202	\$377	\$22	\$175	\$16	\$0	\$3,901
Total	\$26,877	\$39,002	\$5,676	\$6,361	\$5,349	\$2,925	(\$1,747)	\$84,443

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 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 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 through year 2032, and a .05% increase thereafter. 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 Ordinance (Chalk Hill PID No. 2 – 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, Interim City Manager
Date: July 11, 2023
Re: Chalk Hill PID No. 2 - 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 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project) and approving and authorizing related agreements. (Chalk Hill PID No. 2 – 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:

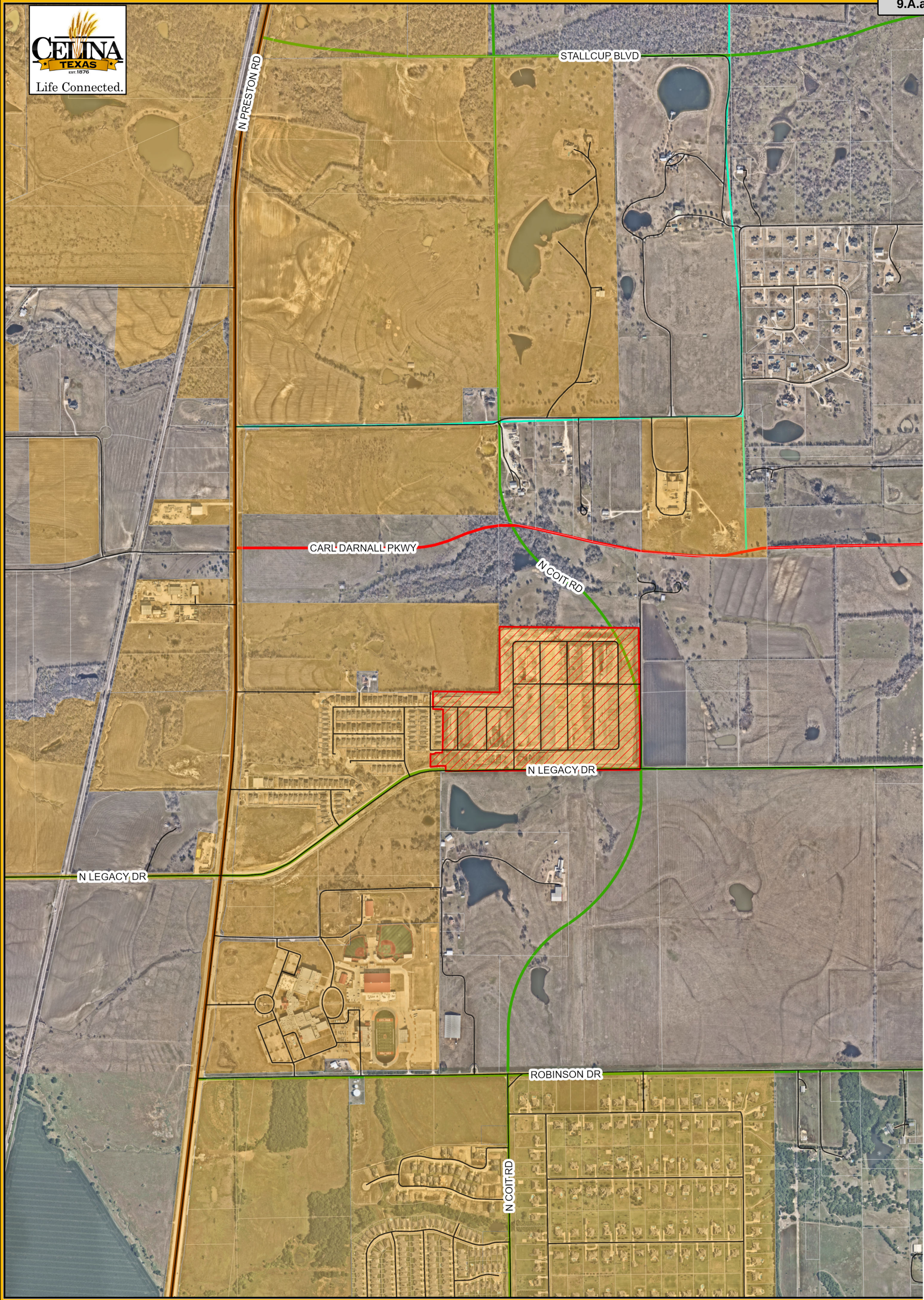
This item has been reviewed by the City Attorney.

Supporting Documents:

Location Map
Draft Bond Ordinance

Staff Recommendation:

Staff recommends approval.



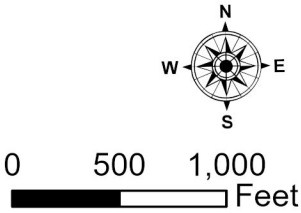
Attachment: Location Map (Chalk Hill PID No. 2 – Bond Ordinance)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Chalk Hill Phase 2
Location Map
City of Celina

6/28/2023



ORDINANCE NO. 2023-__**AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2 – 3 DIRECT IMPROVEMENT 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 "Chalk Hill Public Improvement District No. 2" (the "District"), pursuant to Resolution No. 2017-212R adopted by the City Council of the City (the "City Council") on December 12, 2017; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on July 11, 2023, regarding the levy of special assessments against benefitted property located within the second and third construction phases of the District ("Phases #2-3"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-__ (the "Phases #2-3 DI Assessment Ordinance") on July 11, 2023; and

WHEREAS, in the Phases #2-3 DI Assessment Ordinance, the City Council approved and accepted the Chalk Hill Public Improvement District No. 2 Service and Assessment Plan, dated July 11, 2023 (as updated, amended, and/or restated, the "Service and Assessment Plan"), relating to the District and levied special assessments (the "Assessments") against the Phases #2-3 Assessed Property, as shown on the Phases #2-3 Direct Improvement Assessment Roll that is attached to the Service and Assessment Plan as Appendix I; 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 Phases #2-3 Direct Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Direct Improvements, (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 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 (Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Direct Improvement 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 Phases #2-3 Direct Improvements, 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, 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 Phases #2-3 Direct Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2-3 Direct Improvements, (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, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of August 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 or Interim 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, Interim City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, Interim City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Preliminary Limited Offering Memorandum and 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, 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 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") among 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, Interim 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, Interim 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 "Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the City and MM Chalk Hill, LLC, 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, Interim 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, Interim 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 "Chalk Hill Public Improvement District No. 2 Phases #2-3 Landowner Agreement" (the "Landowner Agreement") between the City and MM Chalk Hill, 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, Interim 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, Interim 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 “Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Reimbursement Agreement” (the “Reimbursement Agreement”) between the City and MM Chalk Hill, LLC, 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, Interim 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, Interim 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, Mayor Pro Tem, the City Manager, the Interim City Manager, the Assistant City Manager, the Director of Finance, 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, Mayor Pro Tem, the City Manager, the Interim City Manager, the Assistant City Manager, the Director of Finance, 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 Phases #2-3 Direct 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

PASSED AND ADOPTED, this July 11, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – 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 AUGUST 1, 2023

SECURING

\$ _____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2
PHASES # 2 – 3 DIRECT IMPROVEMENT PROJECT)

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1.	Definitions.	4
Section 1.2.	Findings.	13
Section 1.3.	Table of Contents, Titles and Headings.	13
Section 1.4.	Interpretation.	14

ARTICLE II THE BONDS SIMILARLY SECURED

Section 2.1.	Security for the Bonds Similarly Secured.	14
Section 2.2.	Limited Obligations.	14
Section 2.3.	Authorization for Indenture.	14
Section 2.4.	Contract with Owners and Trustee.	15

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1.	Authorization of the Bonds Similarly Secured.	15
Section 3.2.	Date, Denomination, Maturities, Numbers and Interest.	15
Section 3.3.	Conditions Precedent to Delivery of Bonds.	16
Section 3.4.	Medium, Method and Place of Payment.	16
Section 3.5.	Execution and Registration of Bonds Similarly Secured.	17
Section 3.6.	Ownership.	18
Section 3.7.	Registration, Transfer and Exchange.	19
Section 3.8.	Cancellation.	20
Section 3.9.	Temporary Bonds Similarly Secured.	20
Section 3.10.	Replacement Bonds Similarly Secured.	20
Section 3.11.	Book-Entry Only System.	21
Section 3.12.	Successor Securities Depository: Transfer Outside Book-Entry-Only System.	22
Section 3.13.	Payments to Cede & Co.	22

ARTICLE IV REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1.	Limitation on Redemption.	23
Section 4.2.	Mandatory Sinking Fund Redemption.	23
Section 4.3.	Optional Redemption.	25

TABLE OF CONTENTS
(continued)

		Page
Section 4.4.	Extraordinary Optional Redemption.....	25
Section 4.5.	Partial Redemption.....	25
Section 4.6.	Notice of Redemption to Owners.....	26
Section 4.7.	Payment Upon Redemption.	26
Section 4.8.	Effect of Redemption.....	27
ARTICLE V FORM OF THE BONDS SIMILARLY SECURED		
Section 5.1.	Form Generally.	27
Section 5.2.	CUSIP Registration.	28
Section 5.3.	Legal Opinion.	28
ARTICLE VI FUNDS AND ACCOUNTS		
Section 6.1.	Establishment of Funds and Accounts.	28
Section 6.2.	Initial Deposits to Funds and Accounts.....	29
Section 6.3.	Pledged Revenue Fund.....	30
Section 6.4.	Bond Fund.	31
Section 6.5.	Project Fund.....	32
Section 6.6.	Redemption Fund.....	33
Section 6.7.	Reserve Fund.	33
Section 6.8.	Rebate Fund: Rebate Amount.	35
Section 6.9.	Administrative Fund.	35
Section 6.10.	Investment of Funds.....	36
Section 6.11.	Security of Funds.	37
Section 6.12.	Reimbursement Fund.....	37
ARTICLE VII COVENANTS		
Section 7.1.	Confirmation of Assessments.....	37
Section 7.2.	Collection and Enforcement of Assessments.	37
Section 7.3.	Against Encumbrances.	38
Section 7.4.	Records, Accounts, Accounting Reports.	38

TABLE OF CONTENTS

(continued)

Page

ARTICLE VIII LIABILITY OF CITY

ARTICLE IX THE TRUSTEE

Section 9.1.	Trustee as Paying Agent/Registrar.....	43
Section 9.2.	Trustee Entitled to Indemnity.....	43
Section 9.3.	Responsibilities of the Trustee.	44
Section 9.4.	Property Held in Trust.	45
Section 9.5.	Trustee Protected in Relying on Certain Documents.	45
Section 9.6.	Compensation.....	45
Section 9.7.	Permitted Acts.....	46
Section 9.8.	Resignation of Trustee.	46
Section 9.9.	Removal of Trustee.....	46
Section 9.10.	Successor Trustee.	46
Section 9.11.	Transfer of Rights and Property to Successor Trustee.	47
Section 9.12.	Merger, Conversion or Consolidation of Trustee.	48
Section 9.13.	Trustee to File Continuation Statements.	48
Section 9.14.	Construction of Indenture.	48

ARTICLE X MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1.	Amendments Permitted.....	48
Section 10.2.	Owners' Meetings.	49
Section 10.3.	Procedure for Amendment with Written Consent of Owners.....	49
Section 10.4.	Effect of Supplemental Indenture.	50
Section 10.5.	Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.	51
Section 10.6.	Amendatory Endorsement of Bonds Similarly Secured.	51
Section 10.7.	Waiver of Default.....	51
Section 10.8.	Execution of Supplemental Indenture.....	51

ARTICLE XI DEFAULT AND REMEDIES

Section 11.1.	Events of Default.....	51
Section 11.2.	Immediate Remedies for Default.	52
EXHIBIT A		A-1

INDENTURE OF TRUST

THIS INDENTURE, dated as of August 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 the Chalk Hill Public Improvement District No. 2 (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 December 12, 2017, 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 December 12, 2017, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-212R 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 December 15, 2017, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City; 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 December 12, 2017; and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Chalk Hill Public Improvement District No. 2 Phase #1 Project) (the "Phase #1 Bonds") secured by certain assessments levied against property located within the first construction phase of the District ("Phase #1"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Chalk Hill Public Improvement District No. 2 Phases #2 - 3 Major Improvement Project) (the "Phases #2 - 3 Major Improvement Bonds") secured by certain assessments levied against property located within the District that was not located within Phase #1 ("Phases #2 - 3"); and

WHEREAS, in the indenture authorizing the Phase #1 Bonds, the City reserved the right to issue additional series of bonds as "Additional Obligations" pursuant to other indentures,

assessment ordinances, or similar agreements which do not constitute or create a lien on the Trust Estate and are not payable from pledged revenues which secure the Phase #1 Bonds; and

WHEREAS, in the indenture authorizing the Phases #2 – 3 Major Improvement Bonds, the City reserved the right to issue an additional series of bonds as “Phased PID Bonds”, to fund Authorized Improvements for the benefit of a phase of development; provided that prior to the issuance of such Phased PID Bonds, the requirements set forth in Section 13.2(e) of the indenture authorizing the Phases #2 -3 Major Improvement Bonds must be satisfied; and

WHEREAS, on June 13, 2023, the City Council by Resolution No. 2023-____ made findings and determinations relating to the Actual Costs of certain Authorized Improvements which only benefit the property within the second and third construction phases of the District (the “Phases #2 – 3 Direct Improvements”), received and accepted a preliminary update to the Service and Assessment Plan and a proposed assessment roll, called a public hearing for July 11, 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 July 11, 2023 hearing as required by Section 372.016(b) of the PID; and

WHEREAS, on June 19, 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 and in the part of the City’s extraterritorial jurisdiction of the City in which the District is located or in which the Phases #2 – 3 Direct Improvements are to be undertaken, to consider the proposed “Phases #2 – 3 Direct Improvement Assessment Roll” and the “Chalk Hill Public Improvement District No. 2 Service and Assessment Plan” as updated for Phase #2 - 3 (as updated, amended, and/or restated from time to time, the “Service and Assessment Plan”) and the levy of the “Assessments” on property within Phases #2 – 3 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 Phases #2 – 3 Direct Improvement Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Phases #2 – 3 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 July 11, 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 Phases #2 – 3 Direct Improvement Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the Phases #2 - 3 Direct Improvements, the purposes of the Assessments, the special benefits of the Phase #2 – 3 Direct Improvements, 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 Actual Costs of the Phases #2 – 3 Direct Improvements, the Phases #2 – 3 Direct Improvement 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 Council approved Ordinance No. 2023-__ (the “Phases #2 – 3 Direct Improvements Assessment Ordinance”), which levied the Assessments and approved and

accepted the Service and Assessment Plan, as updated for the Phases #2 - 3 Direct Improvements 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 the Phases #2 – 3 Direct Improvement Assessment Roll; and

WHEREAS, the City Secretary of the City filed a copy of the Phases #2 – 3 Direct Improvements Assessment Ordinance not later than the seventh day after the date the City Council approved the Phases #2 - 3 Direct Improvements 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 Phases #2 – 3 Direct Improvement Assessments for the purpose of (i) paying a portion of the Actual Costs of the Phases #2 – 3 Direct Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2 – 3 Direct Improvements, (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 and as “Additional Obligations” under the indenture authorizing the Phase #1 Bonds and as “Phased PID Bonds” under the indenture authorizing the Phases #2 – 3 Major Improvement Bonds, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Direct Improvement Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, evidence satisfactory to the City and its advisors has been presented that the requirements of Section 13.2(e) of the indenture authorizing the Phases #2 – 3 Major Improvement Bonds have been satisfied and that the Bonds may be issued as “Phased PID Bonds” under that 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

Phases #2 – 3 Direct Improvements Indenture of Trust

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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 Phases #2 – 3 Direct Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Phases #2 – 3 Direct Improvements, as specified in a Certification of Payment that has been reviewed and approved by the City. Actual Costs may include (a) the costs for design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Phases #2 – 3 Direct Improvements, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Phases #2 – 3 Direct Improvements, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Phases #2 – 3 Direct Improvements, (d) the costs for external professional costs associated with such Phases #2 – 3 Direct Improvements, 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 Phases #2 – 3 Direct Improvements, 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, and 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 Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant 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.

“Administrator” means an employee or 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.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs 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 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 Phases #2 – 3 Direct Improvements Indenture of Trust

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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 Phases #2 - 3 Direct Improvements. 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 Phases #2 – 3 Direct Improvement Assessment Roll attached to the Service and Assessment Plan as Appendix I and related to the Bonds and the Phases #2 – 3 Direct Improvements which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments related to the Bonds, 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 respective parcel of land located within Phases #2 – 3 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 July 11, 2023, which levied the Assessments on the Assessed Property located within Phases #2 – 3 of the District.

"Assessments" means the aggregate assessments shown on the Phases #2 - 3 Direct Improvement Assessment Roll. The singular of such term means the Assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Phases #2 - 3 Direct Improvement 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 Phases #2 – 3 Direct Improvements listed in Section III of the Service and Assessment Plan, for which assessments are levied against an assessed parcel that are designed, constructed, and installed in accordance with the Service and Assessment Plan or an Annual Service Plan Update.

"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(a) 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 July 11, 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.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"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.

"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 (Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Direct Improvement 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 ___ attached to the 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 the City Representative and the Trustee specifying the amount of work performed related to the Phases #2 – 3 Direct Improvements 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 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 Bonds Similarly Secured. With respect to the Bonds, the Closing Date is August 9, 2023.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Construction, Funding, and Acquisition Agreement" means the "Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Direct Improvements Construction, Funding, and Acquisition Agreement" dated as of July 11, 2023, between the City and the Developer associated with the Bonds, which relates to the levying and collection of Assessments, the construction of the Phases #2 – 3 Direct Improvements, the maintenance of the Phases #2 – 3 Direct Improvements, the issuance of bonds and other matters related thereto.

"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 CADG Celina 156, LLC, a Texas limited liability company (including its successors and assigns).

"Development Agreement" means the "Development Agreement, Chalk Hill Public Improvement District Agreement, and Tax Increment Reinvestment Zone Agreement" by and between the City and the Developer effective, October 13, 2017, which provides for the development of property within the District, the creation of the District and a tax increment reinvestment zone, the construction and financing of the Authorized Improvements and other matters related thereto.

"Developer Improvement 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.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"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.

"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 March 1, 2024.

“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.

“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.

“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.

"Phases #2 - 3" means, collectively, the second and third phase to be developed concurrently within the District and further identified and described in the Service and Assessment Plan.

"Phases #2 – 3 Direct Improvements" means the Authorized Improvements which only benefit the Assessed Property within Phases #2 – 3 of the District.

"Phases #2 – 3 Direct Improvements Account" means the Account of the Project Fund of such name as established pursuant to Section 6.1.

"Phase #2 – 3 Direct Improvements Assessment Roll" means the Assessment Roll attached as Appendix I 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 and the Phases #2 – 3 Direct Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Phases #2 – 3 Direct Improvement Reimbursement Agreement" means the "Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Direct Improvements Reimbursement Agreement" between the City and the Developer, dated as of July 11, 2023, which provides for the reimbursement of costs to the Developer, from the Assessment Revenue, for funds advanced by the Developer and used to pay a portion of the costs of the Phases #2 – 3 Direct Improvements and other matters related thereto.

"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 (excluding the Developer Improvement Account), 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.

"Prepayment and Delinquency Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Prepayment and Delinquency 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 Prepayment and Delinquency Reserve Account.

“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 applicable redemption price(s) shown in Article IV hereof, 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.

“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 “Chalk Hill Public Improvement District No. 2 Service and Assessment Plan” dated July 11, 2023 document, including the Phases #2 – 3 Direct

Improvements 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 10 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 Phases #2 – 3 Direct Improvements Indenture of Trust

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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.

(i) 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 Phases #2 – 3 Direct Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2 – 3 Direct Improvements, (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 August 9, 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 March 1, 2024 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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(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 Construction, Funding, and Agreement
- (iv) a copy of the executed Phases #2 – 3 Direct Improvements 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 and exchange the 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 Phases #2 – 3 Direct Improvements Indenture of Trust

133712957.10

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
- (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) Phases #2 – 3 Direct Improvements Account;

(B) Developer Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Prepayment and Delinquency 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 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 Reserve Account of the Reserve Fund: \$_____;

(iii) to the District Administration Account of the Administrative Fund: \$_____;

(iv) to the Costs of Issuance Account of the Project Fund: \$_____; and

(v) to the Phases #2 – 3 Direct Improvements Account of the Project Fund: \$_____.

(b) Funds received from the Developer on the Closing Date of the Bonds in the amount of \$_____ shall be paid to the Trustee and deposited or transferred by the Trustee into the Developer Improvement Account of the Project 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 Prepayment and Delinquency 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 Phases #2 - 3 Direct Improvements that have been paid by the Developer (including any accrued interest) pursuant to the terms of the Phases #2 – 3 Direct Improvement Reimbursement Agreement, (v) fifth, to pay Actual Costs of the Phases #2 - 3 Direct Improvements, 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 Phases #2 - 3 Direct Improvement Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Phases #2 – 3 Direct Improvements that are paid by the Developer, 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 Phases #2 – 3 Direct Improvements, 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 Phases #2 – 3 Direct Improvements 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 Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed.

(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 Prepayment and Delinquency Reserve Account to restore any transfers from the Prepayment and Delinquency 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 date(s) and in the following amount(s):

<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 Phases #2 – 3 Direct Improvements Account of the Project Fund, as directed by the City pursuant to a City Certificate, or if the Project Fund has been closed as provided in Section 6.5(e) herein, such amounts shall Phases #2 – 3 Direct Improvements Indenture of Trust

133712957.10

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 Phases #2 – 3 Direct Improvements Account of the Project Fund shall only be used to pay Actual Costs of Phases #2 - 3 Direct 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 Phases #2 – 3 Direct Improvements 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 Phases #2 - 3 Direct Improvements Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Construction Funding, and Acquisition Agreement, provided, however, that all disbursement of funds for the Actual Costs of Phases #2 – 3 Direct Improvements made pursuant to a Certification of Payment shall be made first, from the Phases #2 - 3 Direct Improvements Account, and second, from the Developer Improvement Account. Such provisions and procedures related to such disbursements contained in the Construction Funding and Acquisition Agreement, and no other provisions of the 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 Phases #2 – 3 Direct Improvements Account of the Project Fund are not expected to be expended for purposes of the Account due to the abandonment, or constructive abandonment, of the Phases #2 – 3 Direct Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Phases #2 – 3 Direct Improvements Account of the Project Fund will ever be expended for the purposes of the Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Phases #2 – 3 Direct Improvements Account of the Project Fund that are not expected to be used for purposes of the Account. If such City Certificate is so filed, the amounts on deposit in Phases #2 – 3 Direct 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 Phases #2 – 3 Direct Improvements have been completed and that all Actual Costs of the Phases #2 – 3 Direct Improvements have been paid, or that any such Actual Costs are not required to be paid from the Phases #2 – 3 Direct Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phases #2 – 3 Direct Improvements Account of the Project Fund (excluding the amount, if any, remaining within the Developer Improvement Account) to the Bond Fund, (ii) shall close the Phases #2 - 3 Direct Improvements Account of the Project Fund, (iii) shall transfer any remaining amounts in the Developer Improvement Account of the Project Fund to the Developer, and (iv) if the Costs

Phases #2 – 3 Direct Improvements Indenture of Trust

133712957.10

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 each respective Closing Date, 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 to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, 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 Prepayment and Delinquency 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 Prepayment and Delinquency Reserve Requirement has been accumulated in the Prepayment and Delinquency Reserve Account. If the amount on deposit in the Prepayment and Delinquency Reserve Account shall at any time be less than the Prepayment and Delinquency 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 Prepayment and Delinquency Reserve Account until the Prepayment and Delinquency Reserve Requirement has been accumulated in the Prepayment and Delinquency Reserve Account; provided, however, that the City shall not be required to replenish the Prepayment and Delinquency Reserve Account in the event funds are transferred from the Prepayment and Delinquency 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 Prepayment and Delinquency Reserve Account is less than the Prepayment and Delinquency Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Prepayment and Delinquency 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 Phases #2 - 3 Direct Improvement 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 Prepayment and Delinquency 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 Prepayment and Delinquency 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 Prepayment and Delinquency 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 Prepayment and Delinquency 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 to reimburse the Actual Costs of the Phases #2 – 3 Direct Improvements paid from the Developer Improvement Account of the Project Fund. Disbursements shall be made pursuant to this section and the Phases #2 - 3 Direct Improvement 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 Phases #2 – 3 Direct Improvement 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 Phases #2 - 3 Direct Improvements 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 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 Phases #2 – 3 Direct Improvements in accordance with the Phases #2 – 3 Direct Improvements Reimbursement 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 Pledged Revenues 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 Phases #2 - 3 Direct Improvements in accordance with the Phases #2 - 3 Direct Improvements Reimbursement Agreement and the Phases #2 - 3 Direct Improvements 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 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 and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

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 Phases #2 - 3 Direct Improvements.

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

Phases #2 – 3 Direct Improvements Indenture of Trust
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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

Phases #2 – 3 Direct Improvements Indenture of Trust

133712957.10

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, 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 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. The Trustee must receive an opinion of counsel for such Supplemental Indenture to the effect that the same is authorized or permitted by the terms of this Indenture.

(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

Phases #2 – 3 Direct Improvements Indenture of Trust

133712957.10

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 Similarly Secured 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

Phases #2 – 3 Direct Improvements Indenture of Trust

133712957.10

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 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, 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 Phases #2 - 3 Direct Improvements or to pay amounts due to the Developer pursuant to the Phases #2 - 3 Direct Improvements 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 or the Phases #2 - 3 Direct Improvements 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 Phases #2 - 3 Direct Improvements Reimbursement 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) a certificate from the Developer through an authorized representative, certifying that no less than fifteen (15) certificates of occupancy, or its City equivalent of a certificate of occupancy, have been issued for single-family lots located within Phases #2-3 of the District or (B) the ratio of the appraised value of all the property in Phases #2-3 of the District for which Additional Bonds are issued, based on an Independent Appraisal, to the sum of (x) the principal amount of the Additional Bonds being issued and (y) the outstanding principal amount of the Bonds, must be at least 3.0:1. In establishing such appraised value, "Independent Appraisal" means (A) the appraised value of all property in Phases #2-3 of the District by publicly available data from the county appraisal district or (B) an "As-Complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the Phases #2-3 Direct Improvements to be funded with the Bonds and Additional Bonds.

(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 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 year after the issuance of such Additional Bonds to exceed the amount of the Annual Installments collected in such year as of the issuance of such Additional 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 Phases #2 - 3 Direct Improvements 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, 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

Phases #2 – 3 Direct Improvements Indenture of Trust
133712957.10

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
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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 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 (Chalk Hill PID No. 2 – Bond Ordinance)

Signature Page to Indenture of Trust
relating to
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2
PHASES #2 – 3 DIRECT IMPROVEMENT 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

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2
PHASES #2 – 3 DIRECT IMPROVEMENT PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
%	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 March 1, 2024, 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/registrant (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

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 August 9, 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 August 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 Phases #2 – 3 Direct Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phases #2 – 3 Direct Improvements, (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 Redemption 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 (i) 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, or (ii) 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, 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:

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.

Authorized Signatory

(g) The Initial Bond shall be in the form set forth above 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:

<u>Years</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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- (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 (Chalk Hill PID No. 2 – Bond Ordinance)

**\$(PAR AMOUNT)
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT
IMPROVEMENTS PROJECT)**

BOND PURCHASE AGREEMENT

July 11, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

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 (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 in the Limited Offering Memorandum (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 \$(PAR AMOUNT) aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds less an Underwriter’s discount of \$_____).

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

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

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 and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and 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 Phases #2-3 Direct Improvements 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 August 1, 2023 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 August 9, 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 July 11, 2023 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of August 1, 2023, between the City and the Trustee, authorizing the issuance of the Bonds (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 the proceeds of special assessments (the "Assessments") levied on the assessable parcels within the Chalk Hill Public Improvement District No. 2 (the "District"). The District was established by a resolution enacted by the City Council on December 12, 2017 (the "Creation Resolution") in accordance with the Act.

A Service and Assessment Plan (, the "Service and Assessment Plan") which sets forth the costs of the Phases #2-3 Direct Improvements and the method of payment of the Assessments levied against assessable property located within Phases #2-3 of the District, was approved pursuant to an assessment ordinance adopted by the City Council on July 11, 2023 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Phases #2-3 Direct Improvements (as defined in the Indenture) that will benefit the District, (ii) paying a portion of the interest on the Bonds during and after the period of the acquisition and construction of the Phases #2-3 Direct Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuing the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. 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 June 27, 2023 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board (“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 (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. 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 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, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the 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 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 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 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 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 notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time 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 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, (i) the City makes no representations with respect to 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 City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Status of Development," "BOOK-ENTRY ONLY SYSTEM," "THE PHASES #2-3 DIRECT IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the

Phases #2-3 Direct Improvements and the Development), “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY PHASES #2-3 OF IN THE DISTRICT,” “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE – The Developer,” “ – The Original Developer and the Developer’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE.” 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 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 (“EMMA”) system within one 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 persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

5. 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:

(1) this Agreement;

(2) the Indenture;

(3) the “Development Agreement, Chalk Hill Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement” between the City and CADG Celina 156, LLC, a Texas limited liability company, as assigned to MM Chalk Hill, LLC, a Texas limited liability company, (the “Developer”), effective as of October 13, 2017, (the “Development Agreement”);

(4) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of August 1, 2023 (the “City Continuing Disclosure Agreement”), executed and delivered by the City, MuniCap Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

(5) the Chalk Hill Public Improvement District No. 2 Phases #2-3 Landowner Agreement, dated as of July 11, 2023 executed by the City and the Developer (the “Landowner Agreement”);

(6) the Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Reimbursement Agreement, dated as of July 11, 2023 executed by the City and the Developer (the “Reimbursement Agreement”); and

(7) the Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement, dated as of July 11, 2023 executed by the City and the Developer (the “CFA Agreement”)

(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 City Continuing Disclosure Agreement, (5) the Landowner Agreement, (6) the Reimbursement Agreement, (7) the CFA Agreement, (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 (7) 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 governmental 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 (as defined herein) 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 Date 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 City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of 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 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 Act on those parcels of land identified in the Assessment Roll for the District (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 (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions

“PLAN OF FINANCE — Development Plan and Status of Development,” “BOOK-ENTRY ONLY SYSTEM,” “THE PHASES #2-3 DIRECT IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS' RISKS” (only as it pertains to the Developer, the Phases #2-3 Direct Improvements and the Development), “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY IN PHASES #2-3 OF THE DISTRICT,” “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE – The Developer,” “ – The Original Developer and the Developer’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE.”

(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 paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 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 any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — Development Plan and Status of Development,” “BOOK-ENTRY ONLY SYSTEM,” “THE PHASES #2-3 DIRECT IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS' RISKS” (only as it pertains to the Developer, the Phases #2-3 Direct Improvements and the Development), “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY IN PHASES #2-3 OF THE DISTRICT,” “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE – The Developer,” “ – The Original Developer and the Developer’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE;” and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(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 paragraph (d) of Section 4 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 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 any material fact required to be stated therein or necessary to make the statements therein, in 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 4(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 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 warranty 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 it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its 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.

6. 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 at the Closing, a certificate signed by the Developer as set for in Section 9(e) hereof.

7. 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 for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. 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 Counsel to the Underwriter, 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 Boghetich Law, PLLC (“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 CFA Agreement, the Landowner Agreement, the Reimbursement Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of August 1, 2023 executed and delivered by the Developer and MuniCap, Inc. as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. as dissemination agent (the

“Continuing Disclosure Agreement of the Developer,” and together with the Developer Letter of Representations, the Development Agreement, the Landowner Agreement, the Reimbursement Agreement, and the CFA 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 Phases #2-3 Direct Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 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 sole and reasonable judgment, any of the following shall have occurred:

(i) 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:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House 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 House of the Congress of the United States by a Committee of such House 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, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) 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 (“SEC”) 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 of 1933, as amended and as then in effect (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

(3) 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

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, 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 contemplated by the Limited Offering Memorandum; or

(5) 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 in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 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

(7) 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 to pay principal of and interest on the Bonds; or

(ii) 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

(iii) 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 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

(iv) 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 Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) 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 SEC 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 contemplated by this Agreement or by 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 date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the “Securities Exchange Act”) and the Trust Indenture Act; or

(viii) 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 (ii), (vii) and (viii) 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.

9. Closing Documents. At or prior to the Closing, 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 C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), 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 counsel for the Underwriter, 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 Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE — The Bonds,” “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS” (except for the last paragraph under the subcaption “General”), “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT,” “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings,” “LEGAL MATTERS — Legal Opinions,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE — The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and APPENDIX A and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and 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 full power and authority to adopt the Creation Resolution, the Assessment Ordinance, 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 Landowner Agreement, the Reimbursement Agreement, the CFA Agreement, the City Continuing Disclosure Agreement 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 local 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 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 Developer’s Counsel. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter’s Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to an authorized City official’s knowledge:

(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 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 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.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Locke Lord LLP, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum

of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted 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.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) 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.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, 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.

(m) 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.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) 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, counsel to 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 within Phases #2-3 of the District attached to the Limited Offering Memorandum as Appendix E.

(p) Letter of Representation of PID Administrator. Letter of Representation of the PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Assessment Ordinance and Landowner Agreement. Evidence that (i) the Assessment Ordinance, including the Assessment Roll for the District and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, and (ii) the Landowner Agreement have been filed of record in the real property records of Collin County, Texas.

(r) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(s) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(t) Lender Consent Certificate. Lender Consent Certificate of Trez Capital (2015) Corporation consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments and the subordination of its lien to the lien created by the Assessments in a form acceptable to the Underwriter.

(u) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. 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 Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent

communications, substantially in the form attached hereto as Appendix B, 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 City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(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. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the City as of the sale date 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 sale date, 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:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) 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) to 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) to 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) to 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 requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that 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 requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, 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 to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if 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,

(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 retail 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) at least 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.

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 16 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 and legal counsel, 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 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 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 N. Ohio Street, Celina, Texas 76201, 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: Tripp Davenport, Director.

15. 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 16 and 18 shall survive any termination of this Agreement.

16. 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 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.

17. 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.

18. 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.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. 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 parties hereto.

21. 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.

22. Indemnification. The Underwriter will indemnify and hold harmless the City against any losses, claims, damages or liabilities to which the City may become subject, under the Securities Act 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 in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon any untrue statement or alleged untrue statement of material fact, or any omission or alleged omission of any material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission was made in the Limited Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with information under the heading

“UNDERWRITING” in the Limited Offering Memorandum, and will reimburse the City for any legal or other expenses reasonably incurred by the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

23. Form 1295. Submitted herewith or on a date prior hereto 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. 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.

24. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Contract is a contract for goods or services, will not boycott Israel during the term of this Contract. 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 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.

25. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, 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 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 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 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. 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 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 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 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 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.

27. 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 Underwriter hereby verifies that it and its parent company, 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 based solely on its status as 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 based solely on its status as 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” (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or 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. As used in the foregoing verification, (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. 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.

[Remainder of this page intentionally left blank]

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 (Chalk Hill PID No. 2 – Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

SCHEDULE I

\$[PAR AMOUNT]
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT
IMPROVEMENTS PROJECT)

Interest Accrues From: Date of Delivery

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a), (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a), (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a), (b), (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a), (b), (c)

- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test", and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
- (b) The Bonds, maturing on or after September 1, 20__, are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the price of par plus accrued interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption 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__†	\$ _____

\$ _____ Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__	\$ _____
September 1, 20__†	\$ _____

† Final Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

**\$(PAR AMOUNT)
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT
IMPROVEMENTS PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

July 11, 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 of the \$(PAR AMOUNT) “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements 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, the undersigned, MM Chalk Hill, LLC, a Texas limited liability company (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 Preliminary Limited Offering Memorandum or 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 light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Preliminary Limited Offering Memorandum or 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 (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “THE CITY,” “THE DISTRICT,” “BONDHOLDERS’ RISKS” (except as it pertains to the Developer, the Phases #2-3 Direct Improvements and the Development, as defined in the Limited Offering Memorandum), “TAX MATTERS,” “LEGAL MATTERS — Litigation — The City,” “CONTINUING DISCLOSURE — The City” and “ — The City’s Compliance with Prior Undertakings,” and “INFORMATION RELATING TO THE TRUSTEE.”

3. Developer Documents. The Developer has executed or caused the execution of 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 Developer, enforceable against the Developer in accordance with its terms:

- (a) this Developer Letter of Representations;
- (b) the Development Agreement;
- (c) the Landowner Agreement;
- (d) the Reimbursement Agreement;
- (e) the CFA Agreement; and
- (f) the Continuing Disclosure Agreement of the Developer.

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.

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 limited liability company 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 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 Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, 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 Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum or 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. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions “PLAN OF FINANCE — Development Plan and Status of Development,” “THE PHASES #2-3 DIRECT IMPROVEMENTS” “THE DEVELOPMENT,” “THE DEVELOPER” “CONTINUING DISCLOSURE – The Developer” and “– The Original Developer and the Developer’s Compliance with Prior Undertakings,” and “APPENDIX D-2,” “APPENDIX F,” “APPENDIX G,” and “APPENDIX H” and, to the best of the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phases #2-3 Direct Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” and “SOURCES OF INFORMATION” (only as it pertains to the Developer) 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 Developer is a party described in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Phases #2-3 Direct Improvements 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 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 Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions “PLAN OF FINANCE — Development Plan and Status of Development,” “THE PHASES #2-3 DIRECT IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phases #2-3 Direct Improvements, and the Development), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE – The Developer” and “ – The Original Developer and the Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION” (only as it pertains to the Developer), and “APPENDIX D-2,” “APPENDIX F,” “APPENDIX G,” and “APPENDIX H” 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 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 hereunder, 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 to follow]

DEVELOPER:

MM CHALK HILL, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its Manager

APPENDIX B

\$[PAR AMOUNT] CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT IMPROVEMENTS 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, limited liability company, 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 July 11, 2023.

(g) *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 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 Tax Certificate 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.

EXECUTED and DELIVERED this _____, 2023.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

August 9, 2023

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Locke Lord
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

City of Celina, Attn: City Manager
142 N. Ohio Street
Celina, Texas 76201

\$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT
IMPROVEMENTS PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the “City”) and are rendering this opinion for limited purposes in connection with the issuance and sale of \$[PAR AMOUNT] “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [] and enacted by the City Council of the City (the “City Council”) on July 11, 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 August 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 July 11, 2023 between the City and FMSbonds, Inc. (the “Bond Purchase Agreement”). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Bond Purchase Agreement, unless otherwise stated herein.

(a) Resolution No. 2017-212R (the “Creation Resolution”), enacted by the City Council on December 12, 2017;

(b) The Assessment Ordinance, adopted by the City Council on July 11, 2023 (the “Assessment Ordinance”);

(c) The Bond Ordinance;

(d) The Indenture;

(e) That certain “Development Agreement, Chalk Hill Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement” between the City and CADG Celina 156, LLC, a Texas limited liability company, assigned to MM Chalk Hill, LLC, a Texas limited liability company (the “Developer”), effective as of October 13, 2017;

(f) That certain Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of August 1, 2023 (the “Continuing Disclosure Agreement of the Issuer”), executed and delivered by the City, MuniCap Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc.;

(g) That certain Chalk Hill Public Improvement District No. 2 Phases #2-3 Landowner Agreement, dated as of July 11, 2023 executed by the City and the Developer;

(h) That certain Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Reimbursement Agreement, dated as of July 11, 2023 executed by the City and the Developer; and

(i) That certain Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement, dated as of July 11, 2023 executed by the City and the Developer.

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. 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 Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Boghetich Law, PLLC,

counsel to the Developer; (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 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 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 special 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 Documents 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 Phases #2-3 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 and 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, or (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

4. 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.

5. 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.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" (first paragraph only), "THE CITY – Background" and "— City Government," "THE DISTRICT," and "LEGAL MATTERS — Litigation — The City," are a fair and accurate summary of the laws and the documents and facts summarized therein.

7. The execution and delivery of the Reviewed Documents and the compliance with the provisions of 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 the 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
JULIE FORT
ATTORNEY FOR THE CITY

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 Authorizing Documents and the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Authorizing Documents and 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 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 official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;
6. 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 Developer, the Reviewed Documents are enforceable against the other parties thereto;
7. There has been no modification of any provision of the Authorizing Documents and the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
8. All parties to the Authorizing Documents and 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 Authorizing Documents and the Reviewed Documents; and
9. 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.
10. 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; (ii) Boghetich Law, PLLC; and (iii) Locke Lord LLP counsel to the Underwriter;
11. 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; and

12. 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.

APPENDIX D

[LETTERHEAD OF BOGHETICH LAW]

August 9, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

\$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT
IMPROVEMENTS PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to MM Chalk Hill, LLC, a Texas limited liability company (the “*Developer*”) in connection with the issuance and sale by the City of Celina, Texas (the “*City*”), of \$[PAR AMOUNT] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Project) (the “*Bonds*”), pursuant to the Indenture of Trust dated as of August 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 “Chalk Hill” (the “*Development*”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “*Underwriter*”), pursuant to that certain Bond Purchase Agreement dated July 11, 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 *Development Agreement*;
- (2) the *Reimbursement Agreement*;
- (3) the *Landowner Agreement*;
- (4) the *CFA Agreement*;
- (5) the *Continuing Disclosure Agreement of Developer*; and
- (6) the *Developer Letter of Representations*;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the “*Developer Certificate*”);

(c) The Preliminary Limited Offering Memorandum, dated June 27, 2023 relating to the issuance of the Bonds (the “*Preliminary Limited Offering Memorandum*”);

(d) The final Limited Offering Memorandum, dated July 11, 2023, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “*Limited Offering Memorandum*”); and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer, 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. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. 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), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party 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 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 authority 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 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 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.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The execution and delivery by the Developer of the Material Documents 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.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken 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).

3. 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 obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, 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 the validity or enforceability against it of such Material Documents or the transactions described therein.

5. 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 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.

6. The information set forth in the Limited Offering Memorandum under the captions "*PLAN OF FINANCE — Development Plan and Status of Development*," "*THE PHASES #2-3 DIRECT IMPROVEMENTS*," "*THE DEVELOPMENT*," "*THE DEVELOPER*," "*BONDHOLDERS' RISKS*" (only as it pertains to the Developer, the Phases #2-3 Direct

Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer" and " – The Original Developer and the Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION (only as it pertains to the Developer), and "APPENDIX D-2," "APPENDIX F", "APPENDIX G," and "APPENDIX H" adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of 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 and its lawyers, at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in 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 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 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.

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.

(c) Our opinion delivered pursuant to Section 3 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,

Boghetich Law, PLLC

By: _____
 Name: _____
 Its: _____

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

MM Chalk Hill, LLC, a Texas limited liability company (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 and the Bond Purchase Agreement.

1. The Developer is a limited liability company 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 \$[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated June 27, 2023 and Limited Offering Memorandum dated July 11, 2023 (together, 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 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 or caused the execution of, 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;
- (b) the Development Agreement;
- (c) the Landowner Agreement;
- (d) the CFA Agreement;
- (e) the Reimbursement Agreement; and
- (f) the Continuing Disclosure Agreement of Developer.

6. 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.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, 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 Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Development Plan and Status of Development," "THE PHASES #2-3 DIRECT IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phases #2-3 Direct Improvements, and the Development), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer" and " – The Original Developer and the Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION" (only as it pertains to the Developer) and "APPENDIX D-2," "APPENDIX F", "APPENDIX G," and "APPENDIX H" and certify that the same 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 the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, 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.

9. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) 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 such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. The Developer is not insolvent and have 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.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Phases #2-3 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, 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.

12. 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 development of the Development.

13. 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.

14. The Developer certifies as follows:

- (a) No less than fifty percent (50%) of the residential lots within Phases #2-3 of the District are under contract.
- (b) The ratio of the appraised value of the land within Phases #2-3 of the District, based on an independent appraisal and assuming completion of the Phases #2-3 Direct Improvements (as such term is defined in the Indenture), to the principal amount of the Bonds is no less than 3:1;
- (c) Construction plans for the Phases #2-3 Direct Improvements have been submitted to the City for approval.
- (d) The Bonds are being issued only for the purposes of financing the Phases #2-3 Direct Improvements.

Dated: August 9, 2023

[Signature page to follow]

DEVELOPER:

MM CHALK HILL, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its Manager

[Signature page of Closing Certificate of Developer]

APPENDIX F**[LETTERHEAD OF PEYCO SOUTHWEST REALTY]**

August 9, 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, TX 75201-7932

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in the Chalk Hill Public Improvement District No. 2 (the “District”), does hereby represent the following:

1. On behalf of Peyco Southwest Realty, Inc. I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated June 27, 2023, and the Limited Offering Memorandum for the Bonds, dated on or about July 11, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property within Phases #2-3 of the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY IN PHASES #2-3 OF THE DISTRICT — The Appraisal.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, 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. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I 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 August 9, 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 has been duly authorized to execute this letter of representations.

Sincerely yours,

PEYCO SOUTHWEST REALTY, INC.

By: _____
Its: _____

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

APPENDIX G

[LETTERHEAD OF PID ADMINISTRATOR]

August 9, 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, TX 75201-7932

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. (“MuniCap”, consultant in connection with the creation by the City of Celina, Texas (the “City”), of the Chalk Hill Public Improvement District No. 2 (the “District”), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated June 27, 2023 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about July 11, 2023 (together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES — Assessment Methodology” and “— Assessment Amounts,” “OVERLAPPING TAXES AND DEBT,” “ASSESSMENT AND COLLECTION DATA FOR THE DISTRICT,” and “THE ADMINISTRATOR,” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX B 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 do 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 Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of our firm in the Preliminary Limited Offering Memorandum and 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 August 9, 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 representation.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2
PHASES #2-3 DIRECT IMPROVEMENTS PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of August 1, 2023 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”), MuniCap, Inc. (the “Administrator”), and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements 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 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 August 1, 2023, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement 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 the employee or designee of the Issuer, identified in any indenture of trust relating to the Bonds, the District’s Service and Assessment Plan, 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 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 Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Developer” shall mean MM Chalk Hill, LLC, a Texas limited liability company, and its successors and assigns.

“Disclosure Agreement of the Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of August 1, 2023 executed and delivered by the Developer, the Administrator and MuniCap, Inc., as Dissemination Agent.

“Disclosure Representative” shall mean the Finance Director 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., 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 Chalk Hill Public Improvement District No. 2.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“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 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 calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(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 reports pursuant to the Rule.

“Outstanding” shall have the meaning given to it in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Phases #2 - 3” shall have the meaning assigned to such term in the Indenture.

“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.

“Trustee” shall mean U.S. Bank Trust Company, National Association or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ended September 30, 2023, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than twelve months after the end of the Issuer’s Fiscal Year, commencing with the Fiscal Year ended September 30, 2023. In each case, the Annual Issuer Report 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 give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six months after the end of each Fiscal Year (any or all of which may be unaudited),

(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 and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a “SAP Update”), including any changes to the methodology for levying the Assessments in Phases #2-3 of the District.

(iii) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of Assessments due in any fiscal year, a list of delinquent property owners.

(iv) The total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments, (D) Foreclosure Proceeds collected, and (E) prepaid Assessments collected in such Fiscal Year.

(v) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(vi) 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) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer.

See Exhibit B hereto for a form for submitting the information set forth Section 4(a) above. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer’s staff, shall prepare the Annual Financial Information.

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. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, 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 Phases #2-3 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 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. For the avoidance of doubt, the incurrence of Additional Obligations will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with Section must be filed with the MSRB.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to 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 annual audited financial statements or Annual Financial Information 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. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of 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. 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 Trustee or 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 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 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 (d).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB.

SECTION 6. 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. 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 5(a).

SECTION 7. 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 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.

SECTION 8. 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, or 5(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 Issuer Report, 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 5(a), and (ii) the Annual Issuer Report for the 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 9. 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 Issuer Report 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 Issuer Report 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 Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, 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 by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and the Administrator. (a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. 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 Phases #2-3 of the District, 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 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 the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

(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 Phases #2-3 of the District, 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. 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.

(c) The Dissemination Agent or 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 Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

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 THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, 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. THE DISSEMINATION AGENT AND THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C 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 13. 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, Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. 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 15. Sovereign Immunity. The Dissemination Agent agrees 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 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent 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 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its 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, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Phases #2-3 of the District, for its fees and expenses for the Dissemination Agent's services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its 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 Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its 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 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 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, 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 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, each respectively, 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 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 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 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 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. As used in the foregoing verification, (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, understands '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.

[remainder of page left blank intentionally]

CITY OF CELINA, TEXAS

By: _____
Mayor Pro-Tem

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

HTS CONTINUING DISCLOSURE SERVICES,
a Division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

MUNICAP, INC.
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

EXHIBIT A**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Celina, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023
 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct
 Improvements Project)
 Date of Delivery: _____, 2023

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated August 1, 2023, between the Issuer and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a Division of
 Hilltop Securities Inc.
 on behalf of the City of Celina, Texas
 (as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT
IMPROVEMENTS PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

DISSEMINATION AGENT

Name: _____
 Address: _____
 City: _____
 Telephone: _____
 Contact Person: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding audited financial statements of the Issuer

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTION 4(a)(ii) - (vi)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC EXPECTED TIMELINE FOR SPECIAL 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 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 such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

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.

August 1

59/60

At this point, if total delinquencies are under 5% and 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 are over 5% delinquencies or 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 March and 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 Indenture, Dissemination

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

August 15

197/198

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 collections of delinquent Special Assessments.

EXHIBIT D
CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2 – 3 DIRECT IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2 – 3 DIRECT IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of July 11, 2023, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the “City”), and **MM CHALK HILL, LLC**, a Texas limited liability company, (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 Phase #2-3 Direct Improvements actually paid or incurred for construction and installation of the Phase #2-3 Direct Improvements 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.

“**Bond Ordinance**” means the ordinance adopted by the City Council on July 11, 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 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project)".

“**Budgeted Costs**” means the anticipated, agreed upon costs of the Phase #2-3 Direct Improvements as shown in Section III of the Service and Assessment Plan.

“**Certificate for Payment**” means a certificate, substantially in the form of **Exhibit A** hereto or otherwise agreed to by the Developer and the City Representative, executed by a Person acceptable to the City, provided no more frequently than once per 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 Phase #2-3 Direct Improvements 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.

“Construction Contracts” means the contracts for the construction of a Phase #2-3 Direct Improvement. “Construction Contract” means any one of the Construction Contracts.

“Cost” means the Budgeted Costs or the cost of a Phase #2-3 Direct Improvement as reflected in a Construction Contract, if greater 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 Phase #2-3 Direct Improvement, the Actual Cost, as appropriate, of such Phase #2-3 Direct Improvement in excess of the Budgeted Cost.

“Developer Improvement Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

“Development Agreement” means that certain Development Agreement, Chalk Hill Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement executed by and between the City and MM Chalk Hill, LLC, as successor in interest to CADG Celina 156, LLC effective October 13, 2017, as the same may be amended from time to time.

“District” shall mean the Chalk Hill Public Improvement District No. 2 created December 12, 2017.

“Final Completion” means the time at which the construction of a Phase #2-3 Direct Improvement (or specified segment, section or part thereof) has progressed to the point where such Phase #2-3 Direct Improvement (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Phase #2-3 Direct Improvement (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended and is in compliance with existing City standards for dedication to the City.

“Indenture” means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of August 1, 2023 relating to the Bonds.

“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.

“Phase #2-3 Direct Improvements” means improvements authorized by Section 372.003 of the Act, including and as listed in Section III of the Service and Assessment Plan. An individual Phase #2-3 Direct Improvement, including a completed segment, section or part, shall be referred to as a Phase #2-3 Direct Improvement.

“Phase #2-3 Direct Improvements Account” means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

“Plans” means the plans, specifications, schedules and related construction contracts for the Phase #2-3 Direct Improvements, 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 and any 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 Chalk Hill Public Improvement District No. 2 Phase #2-3 Direct Improvement Reimbursement Agreement dated as of July 11, 2023, by and between the City and the Developer providing for the construction and financing of certain Phase #2-3 Direct Improvements by the Developer for which the Developer will later be reimbursed by the City pursuant to the Act.

“Service and Assessment Plan” means the Chalk Hill Public Improvement District No. 2 Service and Assessment Plan as updated for Phases #2-3 Direct Improvements, prepared pursuant to the Act, and approved by the City Council on July 11, 2023.

ARTICLE II RECITALS

Section 2.01. The District and the Phase #2-3 Direct Improvements.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Phase #2-3 Direct Improvements.

(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 Phase #2-3 Direct Improvements in accordance with the terms and limitations of the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) 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 Phase #2-3 Direct Improvements.

(d) All Phase #2-3 Direct Improvements are eligible to be financed with proceeds of the Bonds and the Reimbursement Agreement, to the extent specified herein.

(e) The proceeds from the issuance and sale of the Bonds and funds received from the Developer concurrently with the closing of the Bonds shall be deposited in accordance with the Indenture.

(f) The Developer will undertake, oversee, or ensure the construction and development of the Phase #2-3 Direct Improvements 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 partially financed with the proceeds of the Bonds are the Phase #2-3 Direct Improvements. The payment of costs from the proceeds of the Bonds for such Phase #2-3 Direct Improvements shall be made from the Phase #2-3 Direct Improvements Account of the Project Fund established under the Indenture.

(c) The payment of costs of the Phase #2-3 Direct Improvements 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.

(d) The City's obligation with respect to the payment of the Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(e) 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.

(f) 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 Phase #2-3 Direct Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #2-3 Direct Improvements 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.

Section 3.02 Accounts. All disbursements from the Phase #2-3 Direct Improvements Account of the Project Fund and the Developer Improvement 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 PHASE #2-3 DIRECT IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvement and, upon completion, inspection, and acceptance, convey each such Phase #2-3 Direct Improvement 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 Phase #2-3 Direct Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements.

Section 4.04. Remaining Funds After Completion of a Phase #2-3 Direct Improvement. Upon the Final Completion of a Phase #2-3 Direct Improvement and payment of all outstanding invoices for such Phase #2-3 Direct Improvement, if the Actual Cost of such Phase #2-3 Direct Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Phase #2-3 Direct Improvement. 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 Phase #2-3 Direct Improvements and shall include an update reflecting such change in the subsequent Annual Service Plan Update. Any Cost Underrun for any Phase #2-3 Direct Improvement is available to pay Cost Overruns on any other Phase #2-3 Direct Improvement.

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 Phase #2-3 Direct Improvements. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of a Phase #2-3 Direct Improvement, 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, or become 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. The costs of issuance of the Bonds shall be paid from the Costs of Issuance Account of the Project Fund at closing pursuant to one or more City Certificates. In order to receive the disbursement for a Phase #2-3 Direct Improvement from the Phase #2-3 Direct Improvements Account of the Project Fund or the Developer Improvement Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certificate for Payment, substantially in the form of **Exhibit A** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) 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 Certificate for Payment to the Trustee for disbursement to be made from the Phase #2-3 Direct Improvements Account of the Project Fund or the Developer Improvement Account of the Project Fund, as applicable.

Section 5.02. Certificate for Payment for a Phase #2-3 Direct Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on a Phase #2-3 Direct Improvement until a Certificate for Payment is received from the

Developer. Upon receipt of a Certificate for Payment substantially in the form of **Exhibit A** 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 Phase #2-3 Direct Improvement 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 Certificate 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 Certificate 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 Certificate for Payment, the City Representative shall either (i) approve and execute the Certificate 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 Certificate for Payment, give written notification to the Developer of the City Representative’s disapproval, in whole or in part, of such Certificate for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certificate for Payment. If a Certificate for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certificate for Payment is approved and shall deliver such partially approved Certificate 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 disapproval.

(c) If the City Representative disapproves the Certificate for Payment, the disapproval must be in writing, stating the reason(s) for disapproval. The disapproval may be appealed to the City Council by the Developer in writing within thirty (30) days after Developer’s receipt of the City’s disapproval pursuant to Section 5.02(b) of this Agreement. Disapproval of the Certificate 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 Certificate 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 Certificate for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for a Phase #2-3 Direct Improvement.

(a) Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment from the following funds: (1) first from the Phase #2-3 Direct Improvements Account of the Project Fund; and then (2) second from the Developer Improvement Account of

the Project Fund and designated in the Certificate for Payment pursuant to the terms of the Certificate for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Phase #2-3 Direct Improvement, unless a Cost Overrun amount has been approved for a particular Phase #2-3 Direct Improvement. 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 Trustee shall make payment (i) directly to the general contractor or supplier of materials or services, or (ii) 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 Certificate 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 Phase #2-3 Direct Improvement identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Phase #2-3 Direct Improvement has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certificate for Payment is attached to such Certificate for Payment, the Trustee shall 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 Certificate for Payment, the Trustee will 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 Phase #2-3 Direct Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Phase #2-3 Direct Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount reasonably determined by the City or City may decline to accept the Phase #2-3 Direct Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI OWNERSHIP AND TRANSFER OF A PHASE #2-3 DIRECT IMPROVEMENT

Section 6.01. Phase #2-3 Direct Improvement 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 Phase #2-3 Direct Improvement 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 Phase #2-3 Direct

Improvement 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 Phase #2-3 Direct Improvement until the Developer has cured such objections to title to the reasonable satisfaction of the City.

Section 6.02. Phase #2-3 Direct Improvement Constructed on City Land or Developer Land. If the Phase #2-3 Direct Improvement 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 by the City) of the Phase #2-3 Direct Improvement. If the Phase #2-3 Direct Improvement is on land owned by the Developer, the Developer hereby grants to the City a nonexclusive easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance by the City) of the Phase #2-3 Direct Improvement. 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 Phase #2-3 Direct Improvement 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 Phase #2-3 Direct Improvement. The provisions for inspection and acceptance of such Phase #2-3 Direct Improvement 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 consists of one limited liability company 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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements.

(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 Phase #2-3 Direct Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certificate for Payments.

(f) Financial Records. For a period of two years after completion of the Phase #2-3 Direct Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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 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 Phase #2-3 Direct Improvements) 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 PHASE #2-3 DIRECT IMPROVEMENTS 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 PHASE #2-3 DIRECT IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PHASE #2-3 DIRECT IMPROVEMENTS; 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 PHASE #2-3 DIRECT IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PHASE #2-3 DIRECT IMPROVEMENTS, 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 OR GROSS NEGLIGENCE 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 THE INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY THE 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, THE 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 Phase #2-3 Direct Improvements, 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 Phase #2-3 Direct Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are 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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvement 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 breach or default described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such breach or default to the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice). Upon receipt of such notice, Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to available options to assure timely completion, subject to the terms of this Agreement, of the Phase #2-3 Direct Improvements. The City shall allow the Developer a minimum of forty-five (45) days to eliminate or to mitigate such breach or default to the reasonable satisfaction of the City ("Cure Period"). The Cure 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 breach or default. If at the end of the Cure Period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the reasonable satisfaction of the City, the City may then terminate this Agreement. Upon termination of this Agreement, the City shall (i) provide written notice of such termination the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) and (ii) instruct the Trustee to cease making payments for the Actual Costs and/or Budgeted Costs, as appropriate, of Phase #2-3 Direct Improvements, provided that the Developer shall receive payment of the Actual Costs or Budgeted Costs, as appropriate, of any Phase #2-3 Direct Improvements that were accepted by the City at the time of termination, so long as the Developer has complied with the requirements of the Development Agreement, this Agreement and the Indenture.

(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 Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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 a Phase #2-3 Direct Improvement 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 fund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Phase #2-3 Direct Improvements 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 Phase #2-3 Direct Improvements 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), 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, within ten (10) business days of 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 as a result 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 Phase #2-3 Direct Improvements 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
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

To the Developer: Attn: Mehrdad Moayedi
MM Chalk Hill, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: Travis Boghetich
Boghetich Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

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, (which consent shall not be unreasonably withheld if assignee demonstrates financial ability to perform), except pursuant to a collateral assignment to any person or entity providing construction

financing to the Developer for the Developer for a Phase #2-3 Direct Improvement, 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 Phase #2-3 Direct Improvement. 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 any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and may not otherwise amend the terms of this Agreement. 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. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, 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 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 Phase #2-3 Direct Improvements that have been approved by the City pursuant to a Certificate for Payment prior to the date of termination based on such 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/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.

Section 9.19. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and

agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[EXECUTION PAGES FOLLOW]

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of _____, 2023.

CITY OF CELINA, TEXAS

By: _____
Name: Ryan Tubbs
Title: Mayor

ATTEST:

Name: Lauren Field
Title: City Secretary

(City Seal)

APPROVED AS TO FORM

Julie Fort, City Attorney

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

DEVELOPER:

MM Chalk Hill, LLC
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

Exhibit A
CERTIFICATE FOR PAYMENT FORM – PHASE #2-3 DIRECT IMPROVEMENTS

CERTIFICATE FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for MM Chalk Hill, LLC, (the “Developer”) and requests payment from the [Phase #2-3 Direct Improvements Account of the Project Fund] [Developer Improvement 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 Phase #2-3 Direct Improvements related to the Chalk Hill Public Improvement District No. 2 (the “Phase #2-3 Direct Improvements”):

[insert specific Phase #2-3 Direct Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement.

In connection to the above referenced 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 Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Phase #2-3 Direct Improvement(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 Phase #2-3 Direct Improvement(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Phase #2-3 Direct Improvement(s) identified above, and such costs are (i) in compliance with the Chalk Hill Public Improvement District No. 2 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 Chalk Hill Public Improvement District No. 2 Construction, Funding and Acquisition Agreement, the Indenture, or the Service and Assessment Plan.
5. All conditions set forth in the Indenture (as defined in the Chalk Hill Public Improvement District No. 2 Construction, Funding and Acquisition Agreement) for the payment hereby requested have been satisfied.

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

6. The work with respect to the Phase #2-3 Direct Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Phase #2-3 Direct Improvement(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Phase #2-3 Direct Improvement(s) identified above being paid, then the work with respect to the Phase #2-3 Direct Improvement(s) have been completed and the City has inspected AND accepted the Phase #2-3 Direct Improvement(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 Phase #2-3 Direct Improvement	Total Cost of Phase #2-3 Direct Improvement	Budgeted Cost of Phase #2-3 Direct Improvement	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 Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement, after receiving this Certificate for Payment, the City is authorized to inspect the Phase #2-3 Direct Improvement (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.

MM CHALK HILL, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from appropriate Project Fund account. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Phase #2-3 Direct Improvements.

CITY OF CELINA, TEXAS

By: _____
 Name: _____
 Title: _____
 Date: _____

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

EXHIBIT E
LANDOWNER AGREEMENT

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 LANDOWNER AGREEMENT

This **CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of July 11, 2023 between the City of Celina, Texas (the “City”), a home rule municipality of the State of Texas (the “State”), and MM Chalk Hill, LLC, a Texas limited liability company (the “Landowner”).

RECITALS:

WHEREAS, Landowner owns all of the Phase #2-3 Assessed Property located within the property described by a metes and bounds description attached as **Exhibit I** to this Agreement, which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner’s Parcel”).

WHEREAS, the Landowner’s Parcel is located (i) within the Chalk Hill Public Improvement District No. 2 (the “District”) and (ii) within the corporate limits of the City; and

WHEREAS, the City Council has adopted an Assessment Ordinance for the Phases #2-3 Direct Improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Chalk Hill Public Improvement District No. 2 Service and Assessment Plan as updated for Phases #2-3 Direct Improvements included as an **Exhibit A** to the Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each parcel of Phase #2-3 Assessed Property in the District (as identified in the Service and Assessment Plan) that will be used to reimburse the Landowner for the cost of constructing the Phase #2-3 Direct Improvements and/or will be pledged as the security for the payment of bonds or other obligations (the “Bonds”) to be issued for the purpose of paying the costs of certain Phase #2-3 Direct Improvements that will benefit the Phase #2-3 Assessed Property; and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

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:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

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, and the boundaries of the Landowner's Parcel, as shown on Exhibit I, and the location and development of the Phase #2-3 Direct Improvements on the Landowner's Parcel and on the property within 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 Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within the District as shown on the assessment roll attached as Appendix I to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Phase #2-3 Direct Improvements specially benefit Phases #2-3 of the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Phase #2-3 Assessed Property within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the 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 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of the Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, including on any lot within the Landowner's Parcel;

(ix) the Annual Installments of the Assessments may be adjusted, decreased and extended; and, the assessed parties 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; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an 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) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Collin County, Texas;

(iii) 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, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner's Parcel 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 III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) 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.

Notwithstanding the provisions of this Section, upon the Landowner’s request and the City’s consent, in the City’s sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II.

II. OWNERSHIP AND CONSTRUCTION OF THE PHASES #2-3 DIRECT IMPROVEMENTS

A. Ownership and Transfer of the Phases #2-3 Direct Improvements. Landowner acknowledges that all of the Phase #2-3 Direct Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City, and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within Phases #2-3 of the District.

B. Grant of Easement and License, Construction of the Phases #2-3 Direct Improvements.

(i) Any subsequent owner of the Landowner’s Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phase #2-3 Direct Improvements on the property within Phases #2-3 of the District, to stage on the property within Phases #2-3 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #2-3 Direct Improvements and for passage and use over and across parts of the property within Phases #2-3 of the District as shall be reasonably necessary during the construction of the Phase #2-3 Direct Improvements. Any subsequent owner of the Landowner’s Parcel may require that each contractor constructing the Phase #2-3 Direct Improvements cause such owner 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 Phase #2-3 Direct Improvements 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 Development Agreement, or other agreement, with respect to the 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 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 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, as applicable, 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 the 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 owned by Landowner 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 Assessments, or (iii) the construction of the Phase #2-3 Direct Improvements on those portions of the property within Phases #2-3 of the District which are to be owned by the City, as generally described on the current plats of the property within Phases #2-3 of 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 the Phases #2-3 Direct Improvements. 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 Phases #2-3 Direct Improvements.

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:	City of Celina, Texas Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009 Telephone: (972) 382-2682
With a copy to:	City Attorney Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, TX 75034
To the Landowner:	MM Chalk Hill, LLC Attn: Mehrdad Moayedi 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Boghetich Law, PLLC Attn: Travis Boghetich 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

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 as 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 secured by Assessment revenues of the City or any part thereof to finance the costs of the Phases #2-3 Direct Improvements, 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 (the “Effective Date”) upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 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 Landowner’s Parcel, 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 Landowner’s Parcel upon payment in full of the Assessment(s) against such Landowner’s Parcel.

I. No Boycott of 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 Landowner 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 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 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 Landowner 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 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 133(f), 17 C.F.R. § 230.133(f), 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 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 Landowner 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 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 133(f), 17 C.F.R. § 230.133(f), 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 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 Landowner 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 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 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

M. Form 1295 Certificate. Landowner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Landowner 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 Landowner 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 Landowner. The information contained in the Form 1295 completed by the Landowner has been provided solely by the Landowner and the City has not verified such information.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: July 11, 2023

CITY OF CELINA, TEXAS

By: _____
 Name: Ryan Tubbs
 Title: Mayor

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.

(SEAL)

 Notary Public, State of Texas

 Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

LANDOWNER

MM Chalk Hill, LLC
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, as Manager of MMM Ventures, LLC, a Texas limited liability company, as manager of MM Chalk Hill, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

[Signature Page Landowner Agreement]

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

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;

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

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of July 11, 2023 by MM Chalk Hill, LLC, a Texas limited liability company (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Celina (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Chalk Hill Public Improvement District No. 2 (the “District”) by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an Assessment Ordinance to levy assessments for certain Phases #2-3 Direct Improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (as amended from time to time, the “Assessments”) on property in Phases #2-3 of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any Phases #2-3 Assessed Property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phases #2-3 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Collin County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice as required by Section 5.014 of the Texas Property Code, as amended, and as included in the most recent Annual Service Plan Update of the Service and Assessment Plan filed in the real property records of Collin County, Texas.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

MM Chalk Hill, LLC
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, as Manager of MMM Ventures, LLC, a Texas limited liability company, as manager of MM Chalk Hill, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III
HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Assessment Ordinance and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner, who is a Builder, shall attach the Recorded Notices and the final Assessment Roll for such Phases #2-3 Assessed Property (or if the Assessment Roll is not available for such Phases #2-3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phases #2-3 Assessed Property) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
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 (Chalk Hill PID No. 2 – Bond Ordinance)

CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 PHASES #2-3 DIRECT IMPROVEMENTS REIMBURSEMENT AGREEMENT

This Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Reimbursement Agreement (this “Reimbursement Agreement”) is executed between the City of Celina, Texas (the “City”) and MM Chalk Hill, LLC, a Texas limited liability company (the “Developer”) to be effective as of July 11, 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 *Chalk Hill Public Improvement District No. 2 Service and Assessment Plan as updated for Phases #2-3 Direct Improvements* dated July 11, 2023 as the same may be amended from time to time (the “SAP”) as approved by Ordinance No. _____ passed and approved by the City Council of the City (the “City Council”) on July 11, 2023 (“Ordinance No. _____”); and

WHEREAS, on December 12, 2017, the City Council passed and approved Resolution No. 2017-212R (the “Creation Resolution”) authorizing the creation of the Chalk Hill Public Improvement District No. 2 (the “District”) covering approximately 94.827 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, the Phases #2-3 Direct Improvements (as defined in the SAP) are to be constructed within Phases #2-3 of the District Property, as described and depicted in the SAP; and

WHEREAS, on June 13, 2023 City Council passed and approved a resolution determining, among other things, the estimated costs of the Phases #2-3 Direct Improvements, including costs related to the issuance of the Series 2023 Bonds (defined herein) to be approximately \$10,960,510 (the “Phases #2-3 Direct Improvements Costs”); and

WHEREAS, in addition to approving the SAP, Ordinance No. _____ levied assessments against property within Phases #2-3 of the District Property (the “Phases #2-3 Assessed Property”) for the Phases #2-3 Direct Improvements in accordance with the Assessment Roll attached as Appendix I to the SAP; and

WHEREAS, on July 11, 2023, the City Council adopted Ordinance No. _____ authorizing the issuance and sale of its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project)” (the “Series 2023 Bonds”) to finance a portion of the Phases #2-3 Direct Improvements Costs; and

WHEREAS, a portion of the Assessment Revenues are dedicated and pledged to secure repayment of the Series 2023 Bonds as provided in the Assessment Roll and the Series 2023 Bonds are secured under the Indenture of Trust, dated August 1, 2023 (the “Series 2023 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 “Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvements Construction, Funding, and Acquisition Agreement” dated as of July 11, 2023 (the “Construction Funding Agreement”) for the construction of the Phases #2-3 Direct Improvements; and

WHEREAS, the Parties intend for a portion of the Phases #2-3 Direct Improvements Costs that are not financed by the Series 2023 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 Phases #2-3 Direct Improvements and has established a “Phases #2-3 Direct Improvements Account” and a “Developer Improvement Account” within such Project Fund under the Series 2023 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the deposit of the 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 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 Phases #2-3 Direct Improvements paid from the Developer Improvement Account of the Project Fund under the Series 2023 Bond Indenture; and

WHEREAS, pursuant to the Series 2023 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 Phases #2-3 Direct Improvements paid from the Developer Improvement Account of the Project Fund, 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 Assessment Revenues collected (excluding Delinquent Collection Costs and Administrative Expenses) as provided in the Series 2023 Bond Indenture.
3. Developer shall make, or cause to be made, deposits of \$_____ to the Developer Improvement Account of the Project Fund (the “Developer Deposit”) on the Closing Date (as defined in the Series 2023 Bond Indenture) of the Series 2023 Bonds. The Phases #2-3 Direct Improvements Costs shall be paid first from the Phases #2-3 Direct Improvements Account of the Project Fund and then from the Developer Improvement Account of the Project Fund in accordance with the Series 2023 Bond Indenture and the Construction Funding Agreement.
4. Strictly subject to the terms, conditions, and requirements herein and in the Series 2023 Bond Indenture, and solely from the Assessment Revenues as herein provided, the City agrees to pay to the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Phases #2-3 Direct Improvements incurred by the Developer, but not to exceed the budgeted costs, of the Phases #2-3 Direct Improvements, as set forth in the SAP, actually paid from the Developer Improvement Account of the Project Fund (the “Reimbursement Amount”) plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2052 (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 the 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 Bond Indenture. The Phases #2-3 Direct Improvements Costs are authorized by the Act and approved by the City Council and represents the total cost of the Phases #2-3 Direct Improvements which are eligible public improvements that are being undertaken and financed by the District for the special benefit of the 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) ____% for years six through thirty-one. 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 ____% and ____% contained herein comply 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 form (the “Reimbursement Payment Request”), as set forth in **Exhibit A** attached hereto.

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 amounts of the Unpaid Balance equal to the amount withdrawn from the Developer Improvement Account of the Project Fund pursuant to a Certificate for Payment (as defined in the Construction Funding Agreement) from the date of each withdrawal until payment from the Reimbursement Fund. The Unpaid Balance shall be payable, if funds are available, as set forth in the Construction Funding Agreement and this Agreement. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at Maturity. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenues 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 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 Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2023 Bond Indenture; or
 - c. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2023 Bond Indenture and this Reimbursement Agreement.
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 on the final maturity date of the Series 2023 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; provided, however, if any Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such Assessment Revenues, when, as, and if collected after the Maturity Date, shall first be applied to any amounts due in connection with outstanding Series 2023 Bonds and second, paid to the Developer and applied to the Unpaid Balance.
8. 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 (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 (5) days after notice of the Transfer, including, for each Transferee, the information required by Section 13 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 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. 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.
9. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Bond Indenture; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. 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.
10. If the Developer is in compliance with that certain Development Agreement, Chalk Hill Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement, effective October 13, 2017 (the "Development Agreement") and following the City's inspection and approval of the Phases #2-3 Direct Improvements in accordance with the provisions of the Construction Funding Agreement, 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 Series 2023 Bond Indenture to pay the Unpaid Balance.

11. 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 Phases #2-3 Direct Improvements. 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.
12. 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.
13. 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: Mehrdad Moayedi
 MM Chalk Hill, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

And to: Attn: Travis Boghetich
 Boghetich Law, PLLC
 1800 Valley View Lane, Suite 360
 Farmers Branch, Texas 75234

14. 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.
15. 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 thirty (30) days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (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 thirty (30) day period so long as the non-performing Party is 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 Bond Indenture; 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.
- 16. To the extent there is a conflict between this Reimbursement Agreement and the Series 2023 Bond Indenture, the Series 2023 Bond Indenture shall control as the provisions relate to the proceeds of the Series 2023 Bonds, the Developer Deposit, or the collection and transfer of the Assessment Revenues. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, the Reimbursement Agreement shall control as to provisions relating to the reimbursement of the Developer for the Phases #2-3 Direct Improvements Costs previously paid by the Developer.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- 21. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.
- 22. The City shall have the right, during normal business hours and upon three (3) 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 Phases #2-3 Direct Improvements. For a period of two years after completion of the Phases #2-3 Direct Improvements, the Developer shall maintain proper books of record and account for the construction of the Phases #2-3 Direct Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

23. 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.
24. 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.
25. 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.
26. 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.

27. 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;

- (iii) '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
- (iv) '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.

28. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such

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

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of July 11, 2023.

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

DEVELOPER:

MM CHALK HILL, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)

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 August 1, 2023 (the “Indenture”) relating to the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Direct Improvement 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 MM Chalk Hill, LLC, a Texas limited liability company (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 Phases #2-3 Direct Improvements providing a special benefit to property within the Chalk Hill Public Improvement District No. 2 (the “Authorized Improvement Costs”) and accrued interest thereon. In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The Authorized Improvement Costs set forth in this Reimbursement Payment Request relate to Authorized Improvement Costs that have previously been paid from the Developer Improvement Account of the Project Fund pursuant to Certification for Payment Certificate No. ____ and such request in accordance with the provisions of the Chalk Hill Public Improvement District No. 2 Reimbursement Agreement, including limitations regarding the maximum amount due to be reimbursed 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 Payment Certificate No. ____ are true and remain in effect as of the date hereof.
3. The amount to requested to be paid pursuant to of the Reimbursement Payment Request is \$_____ (consisting of \$_____ in Authorized Improvement Costs and \$_____ in accrued interest).

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

MM CHALK HILL, LLC

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: _____

Attachment: Draft Ordinance (Chalk Hill PID No. 2 – Bond Ordinance)



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Ryan Quigley, Purchasing Agent
 CC: Andy Glasgow, Director of Engineering
 Date: July 11, 2023
 Re: Southeast Pump Station and Pipeline Design W58

Action Requested:

Consider and act to authorize an agreement for engineering services with Freese and Nichols for the design of Southeast Pump Station and pipeline in an amount not to exceed \$4,540,100.00. (Glasgow)

Background Information:

Design services include the proposed Southeast Pump Station and Pipeline. The proposed Southeast Pump Station site is located north of County Road 90 and east of State Highway 289 on a 20.77-acre site owned by the City of Celina. The Pump Station site will include an initial pump station building designed for a firm capacity of 25-MGD, an 8-MG ground storage tank, 42-inch discharge piping, 54-inch piping and control valve to feed the ground storage tank, chemical injection and site civil improvements including site utilities and paving. The site will be master planned to ultimately house an additional future pump station building for a total firm capacity of 75-MGD, future 48-inch discharge piping, two additional 8-MG GSTs and a Public Works fleet center. The Pump Station will be fed by a 54-inch Pipeline that will connect to the existing 36-inch line near the intersection of FM 428 and CR 55. The Pipeline generally follows the proposed FM 428 right-of-way, Glendenning Parkway and CR 90 until reaching the Pump Station site. The approximate length of pipe is 12,500-linear feet. 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.

The Master Agreement (MAPS) #2021-0085 is the contract number assigned from the solicitation for engineering services awarded in September 2022. The MAPS date is the effective/start date of the contract. The Task order date is the date associated with this work authorization.

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 FNI	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 **Freese and Nichols, 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:	Southeast Pump Station and Pipeline		
Engineer Project #:		Work Authorization Date:	
Engineer:	Freese and Nichols, Inc..		
Purchase Order#:		Project #:	
Engineer Representative	Clayton Barnard	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:	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 X 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

 Signature

 Printed Name & Title

 Date
ENGINEER

 Clayton Barnard

Signature

 Clayton Barnard, Vice President/ Principal

 Printed Name & Title

 July 3, 2023

 Date

Digitally signed by Clayton Barnard
 DN: C=US, E=ccb@freese.com, CN=Clayton
 Barnard
 Date: 2023.07.03 16:26:29-05'00'

EXHIBIT A SCOPE OF SERVICES

Project Understanding:

The City of Celina (Owner) has contracted with Freese and Nichols, Inc. (Consultant) to perform final design services for the proposed Southeast Pump Station and Pipeline. The proposed Southeast Pump Station site is located north of County Road 90 and east of State Highway 289 on parcel 2736080, a 20.77-acre site owned by the City of Celina. The pump station site will include an initial pump station building designed for a firm capacity of 25-MGD, an 8-MG ground storage tank, 42-inch discharge piping, 54-inch piping and control valve to feed the ground storage tank, chemical injection and site civil improvements including site utilities and paving. The site will be master planned to ultimately house an additional future pump station building for a total firm capacity of 75-MGD, future 48-inch discharge piping, two additional 8-MG GSTs and a Public Works fleet center. The Pump Station will be fed by a 54-inch Pipeline that will connect to the existing 36-inch line near the intersection of FM 428 and CR 55. The Pipeline generally follows the proposed FM 428 right-of-way, Glendenning Parkway and CR 90 until reaching the Pump Station site. The approximate length of pipe is 12,500-linear feet.

This project is proposed to be constructed with two separate construction contracts split between the Pump Station and Ground Storage Tank as one contract and the Pipeline as a separate. The Ground Storage Tank is being designed by others but will be combined into the Pump Station construction contract.

Project Assumptions:

- The pump station will have horizontal split case pumps, motors, piping, valves, electrical equipment, pump station building with electrical room, sink and cabinets for sampling, IT/SCADA room, and restroom, and standby generator. Building design will include HVAC, architectural, structural, plumbing, electrical, instrumentation, and control design as required.
- Design of a fire protection system is anticipated within the pump station and will be included as a performance specification. No suppression is anticipated within the electrical or IT/SCADA room.
- A bridge crane will be included in the pump room.
- A masonry veneer matching the existing Celina Road PS will be utilized.
- Site improvements include yard piping, valves, flow meters, distribution of site power, site lighting, fencing, grading and drainage with detention pond, paving, site utilities, and field instrumentation.
- An 8-MG AWWA D110 at grade ground storage tank with active mixing system to be designed by others.
- Improvements to the existing pond per the analysis performed during the preliminary design phase.
- Standby diesel generator with outdoor sound attenuated enclosure with 24-hour fuel capacity. Automatic Throwover (ATO) will be provided in the switchboard. Generator will be sized for four- 500 HP pumps with additional Pump Station building loads.
- Electrical design to support the pump station including switchboard, variable frequency drives (VFDs), step-down transformers, panelboards, control panels, and SCADA equipment. Electrical and SCADA equipment will be located in the electrical room and IT room.
- Instrumentation design will support the pump station, ground storage tank, chemical system, and control valves on site.
- Communications include radio communication to an existing radio tower, exact path of communication to be coordinated with the Owner. Provide conduits on site.
- Design of a security system including fencing, intrusion alarms at the building and GSTs, secure access for exterior doors, automated entry gates, and CCTV system.
- Design of a chemical storage and feed facility to provide booster chloramination. Both sodium hypochlorite and liquid ammonia sulfate are proposed for use at the site. Sampling and instrumentation (analyzers) to be included for monitoring and process control. Chemical storage and feed facility to be provided as a stand-alone building.
- Design of approximately 12,500 – linear feet of 54-inch pipeline from existing Celina Road PS to proposed Southeast Pump Station site based on route analysis performed during the preliminary route analysis. Develop easement documents for entire route. Analyze potential intermediate break and connection to existing system near FM 428 with remaining alignment to be designed & constructed by others.
- Design of control valve station for incoming 54-inch line.
- Design of approximately 3,400 – linear feet of 42-inch pipeline from pump station to connection to

- existing High Pressure Plane distribution system near the intersection of Coit Rd. and Sunset Blvd.
- The switchgear and generator are planned to be pre-purchased prior to the pump station construction contract.
 - The existing retention pond embankment is assumed to be geotechnically stable enough to be retrofitted with an alternative spillway and higher top elevation. If this is found to not be true, an amendment would be needed.
 - The project site is located outside of any FEMA flood hazard zones and no coordination with FEMA will be performed.
-

Basic Services:

Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

General Requirements

1. Meetings. Participate in regularly scheduled monthly progress meetings with the City for the anticipated duration of the project, providing minutes for each meeting denoting all decision points and/or action items agreed upon. This scope includes fifteen (15) monthly in-person meetings for the preliminary and final design phases.
2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.
3. Consultant shall coordinate with other engineering consultants as needed, as well as utility companies, franchise utilities, City of Celina, pipeline companies, or any other entity which has facilities within or adjacent to the Project, for any and all exposure, removal, and/or relocation work necessary for implementation of Project. This shall not include the preparation of additional plans and paperwork necessary to obtain any permits required by any of these entities.
4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
5. Prepare monthly reporting including status report, recent activities, schedule updates, and scope changes. Prepare monthly invoices.
6. Deliverables related to General Requirements include:
 - a. Monthly Status reports.
 - b. Minutes and decision log following meetings and workshops.

Task 1 – Preliminary 30% Design: After approval of the Preliminary Design Report and pipeline alignment, FNI shall provide professional service in this phase as follows:

1. Pump Station Design
 - a. Following the acceptance of the Preliminary Design Report, prepare 30% engineering design plans for the following:
 - i. Site layout including paving layout, building layout, grading, storm water management, yard piping horizontal alignment, flow meter location, tank connections, utility transformer location, generator location, access road location, water and sewer service and other features.
 - ii. Pump building mechanical floor plan and sections. Floor Plan will show proposed and future pumps, piping, valving, and major equipment.
 - iii. Chemical Feed System identifying the siting of the facility, with chemical injection and sampling locations Provide building floor plan and sections, process and instrumentation diagram, and control narrative.
 - iv. Provide ground storage design parameters and develop a layout showing the storage tanks and associated piping.
 - v. Structural and architectural sheets showing preliminary plans, elevations and building sections.

- vi. Mechanical and plumbing systems plans showing preliminary floor plans and equipment schedules.
- vii. Electrical drawings including a site plan, electrical room layout, pump station layout, and one-line diagrams.

1. Coordination with Electrical Utility

- a. Coordinate with Electrical Utility to determine the requirements for power for the pump station. This scope of services assumes that design will begin on the secondary side of transformer(s) provided by the Utility. This scope of services does not include design of the power supply to the site.
- b. Update overall and phased load calculations and discuss power supply with utility and Owner.
- c. Discuss motor starting restrictions with utility.
- d. Attend meetings with utility and other representatives as needed. We have assumed two (2) meetings during the preliminary engineering phase to review details of power feeds at the pump station site.

- viii. Process and instrumentation diagrams.

2. Pipeline Design

- a. Prepare 30% design plans including:

- i. Locations of existing utilities, infrastructure, buildings, property lines, landscaping and other pertinent information.
- ii. Establish easement needs. Final documents for easement acquisition shall be provided along with the sixty percent (60%) plan submittal.
- iii. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required.

3. Consultant will develop stormwater improvements associated with the Pump Station development

- a. Incorporate proposed grading plan and pond improvements to reflect the proposed site layout in the post-development hydrologic model.
- b. Finalize hydrologic model based on the proposed improvements to the pond.

4. Incorporate recommendations and Owner selected options as described in the PDR.

5. Prepare draft specification table of contents.

6. Opinion of Probable Construction Cost.

7. Conduct one (1) meeting with the City to discuss comments and design elements.

8. Deliverables for the 30% Design Phase shall include:

- a. Specification table of contents
- a. OPCC
- b. 30% Plans

Task 2 – Preliminary 60% Design: After approval of the 30% plans, FNI shall provide professional services in this phase as follows:

1. 60% Design: Prepare drawings, specifications, construction contract documents, designs, and layouts of

improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner six (6) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations for all the trades, typical details, and most special details. The draft specifications will include major equipment items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. Submittal will consider construction sequencing and access plans. FNI will receive comments from Owner and address comments in the 90% Submittal.

2. Perform a 40%, 3D model review of the pump station prior to proceeding with 60% design and drawing development. The Consultant will provide the Client with a 3D model in PDF format, which can be manipulated and commented on using Bluebeam or similar software. After the Client has initially reviewed and commented on the model, then the Consultant will conduct a follow-up review of the model to document any project changes requested by the Client. The 3D model:
 - a. Will implement key design concepts and components decided upon at the end of the preliminary design report to facilitate in-progress design intent and conflict resolution.
 - b. Is intended to facilitate finalization of major design decisions to help reduce the potential for significant project changes at later stages of the design.
 - c. Is an "in-progress model" to facilitate communication of design intent but will not equal a 40% design or 40% drawing development.
3. Engineer will provide renderings for the site with the proposed grade ground storage tanks and pump station for a total of four (4) views.
4. Prepare draft project manual and technical specifications.
5. Conduct one (1) meeting with the City to discuss comments and design elements.
6. Deliverables for the 60% Design Phase shall include:
 - a. Information to utility companies to acquire utility service
 - b. OPCC
 - c. 60% submittal of Plans and Technical Specifications
 - d. Renderings
7. Submit up to two (2) copies and electronic pdf of plans (11"x17") and specification for each completion interval for the City review.

Task 3 – 90% and Final Design Phase: After approval of the 60% plans, FNI shall provide professional services in this phase as follows:

1. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project. Provide site civil design of the facility sites to support the electric utilities site requirements, including site grading, roads, underground duct banks, and equipment pads if necessary. Easements for utilities companies will be provided as a Special Service.
2. Prepare revised opinion of probable construction cost.
3. 90% Design: Incorporate 60% comments into the plans and specifications. Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed to 90% completion. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner two (2) copies and electronic pdf of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft.
4. Deliverables for the 90% Design Phase shall include:

- a. Information to utility companies to acquire utility service (electric, telephone, gas)
- b. OPCC
- c. 90% submittal of Plans and Specifications

5. Conduct one (1) meeting with the City to discuss comments and design elements.

After approval of the 90% plans, FNI shall provide professional services in this phase as follows:

- 1. Prepare applications for routine permits such as road crossing permits, building code design reviews with City Building Inspections and Fire Marshal, accessibility (TDLR architectural barriers) permitting, and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Service in Article II. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
- 2. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.
- 3. Final Design: Furnish Owner two (2) copies and electronic pdf of Final drawings, specifications, and bid proposals signed and sealed for bidding.
- 4. Deliverables for the Final Design Phase shall include:
 - a. Routine Permit Applications (Road Crossing, TDLR Architectural Barriers, TCEQ Approval)
 - b. Final submittal of Plans and Specifications

Task 4 – Bid Phase: Assist City in securing bids for the project.

- 1. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.
- 2. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- 3. FNI will attend the bid opening and assist Owner in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
- 4. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute four (4) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining six (6) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
- 5. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- 6. Deliverables for the Bid Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, specifications, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Conformed contract documents for execution
 - e. Copies of conformed contract documents for Contractor and Owner

Task 5 – Construction Phase: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Utilized Procore to maintain project documentation with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals (500 estimated for the pump station and 100 estimated for the pipeline), including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Make visits monthly (up to a total of 28) appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
4. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
5. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
6. Utilize Procore for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
7. Assist Owner with Pump Station start up. Develop a detailed, project specific, startup checklist(s) for the Contractor to follow during testing. Checklist(s) will include all items necessary to prove the proper installation and function of pumping equipment and will be a supplement to the start-up plan that is being provided by the Contractor. A draft startup checklist(s) will be submitted to the Owner and Contractor for initial review, and a final startup checklist(s) will be issued based on any comments received.
8. Provide start up and testing oversight and provide on-site assistance for an estimated 10 days (80 hours).
9. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

Task 6 – Record Drawings

1. Prepare record drawings for the project based on information furnished by the Contractors. Provide the City AutoCAD and pdf files of the project plans.
2. Provide GIS shape files of the pipeline record drawing alignments to the City.

SPECIAL SERVICES:

Special Services to be performed by FNI include the following:

Task A – Early Procurement Bid Packages: Retain and monitor the services of Alden Laboratories, Inc. to perform a desktop peer review of the proposed station's design in terms of anticipated hydraulic conditions.

1. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.
2. Assist the Owner in conducting a pre-bid conference for the pre-purchase equipment and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference.
3. FNI will attend the bid opening and assist Owner in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to provide the equipment. Recommend award of contracts or other actions as appropriate to be taken by Owner.
4. Assist Owner in the preparation of Contract Documents for purchase of equipment.
5. Deliverables for the Bid Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of associated plans, specifications, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Conformed contract documents for execution
 - e. Copies of conformed contract documents for Contractor and Owner

Task B – Pump Station Hydraulic Review: Retain and monitor the services of Alden Laboratories, Inc. to perform a desktop peer review of the proposed station's design in terms of anticipated hydraulic conditions.

1. The objective of the review will be as follows:
 - a. Analyze and evaluate the proposed pump station's layout for conformance to pertinent guidelines such as the Hydraulic Institute Standards, ANSI/HI 9.8-2018 for pump intake design and ANSI/HI 9.6.6-2022 for pump piping. The review will also be based on Alden's extensive experience with civil hydraulics and will include recommendations and proposed modifications to improve the hydraulics approaching the pumps and the geometry of the pump station, if needed.
2. Report
 - a. A report presenting the design review and recommendations for modifications will be prepared. The report will include an introduction; a description of the project layout; discussion of key findings of the review and recommended modifications; and drawings of recommended design revisions. The review will also evaluate the necessity of a CFD and/or physical model for the proposed pump station and recommend a physical model scale, if needed. An electronic copy of the report in PDF format will be submitted.

Task C – Corrosion Engineering Services

1. Review site plans, proposed pipeline alignment and materials, foreign pipeline crossing, parallel piping systems and existing cathodic protection systems, electrical High Voltage (EHV) transmission lines, sources of stray DC current, topography and soil types and conditions.
2. Mobilization

- a. Conduct in-situ soil resistivity (25 locations) at depths of 20, 10, 5 and 2.5 feet via the Wenner 4-pin Method
 - b. Conduct stray current (DC) investigation in proposed alignment. The purpose of performing this investigation is to identify potential sources of stray current and nearby metallic pipelines that may be affected by the proposed cathodic protection system.
3. Review geotechnical report. Geotechnical group will be requested to test a minimum of 5 samples collected from the proposed pipeline depth for:
 - a. As-received and saturated electrical resistivity per ASTM G-187 and pH as per ASTM G-51
 - b. Chemical analysis for major anions and cations as per ASTM 4327, ASTM 6919, and AWWA 41108
4. Analyze collected data and prepare a technical memorandum. The memorandum will include the collected field data and provide conclusions and recommendations for cathodic protection based on the soil conditions with respect to the proposed pipeline materials.
5. Provide Cathodic Protection Design and Specifications at the 90 and 100% design submittals. All design work will apply to new construction only.
6. Participate in up to four (4) design review meetings.
7. Provide a cathodic protection opinion of probable construction cost.
8. Provide start up review and verification of the cathodic protection system after construction.

Task D – Environmental Services: Upon notice to proceed, FNI, will begin environmental services as described as follows:

1. FNI environmental scientists will prepare a letter to the USACE Fort Worth District requesting a pre-application meeting. The letter will include a description of the project, its purpose and need, maps, and conceptual design drawings. FNI will coordinate and attend the pre-application meeting with the USACE and prepare meeting documentation. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.
2. FNI environmental scientists will prepare a Delineation Report in accordance with USACE guidance to document potential waters of the U.S., including wetlands. The Delineation Report will include the required data forms and maps.
3. FNI environmental scientists will prepare a draft Biological Assessment (BA) (following the USACE Fort Worth District's outline and recommendations documents) for submittal to the USACE. The USACE will use the draft BA to initiate conference with the USFWS. This scope does not include formal consultation with the USFWS.
4. FNI environmental scientists will prepare a Conceptual Mitigation Plan to document potential losses to WOTUS, and to document compensatory mitigation proposed for losses to WOTUS. TXRAM data gathered during a previous pedestrian survey will be used to determine compensatory mitigation required for project impacts to WOTUS. This scope assumes that mitigation bank credits will be available for purchase and does not include the preparation of a permittee responsible mitigation (PRM) plan. FNI will coordinate with a mitigation bank with a service area which includes the proposed project area and obtain a sales agreement for the purchase of credits if written authorization to do so is received from the City.
5. FNI will draft a PCN in accordance with the requirements of NWP General Condition 32 for the City's review and comment. The draft PCN will include the Delineation Report, BA, Fort Worth USACE District's NWP application form, cultural resources information, and the required supporting documentation and engineering drawings depicting the proposed impacts to waters of the U.S. The final PCN will be prepared by incorporating the City's comments and will be submitted to the USACE Fort Worth District.

6. FNI will address up to two rounds of USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive request for additional information resulting in expenditures beyond FNI's project budget will be considered additional services.
7. FNI scientists will coordinate with the project team (design team and City) on the findings of the delineation, assist with fill calculations, and provide permitting input into the design.

Task E – Archeological Investigation Services

1. Archeology Field Survey and Reporting
 - a. Once a final alignment is chosen for the discharge and transmission liens, subcontractor to the Consultant will prepare an Antiquities Permit application per the requirements of the Antiquities Code of Texas (ACT). This permit application package will include a summary of the known resources in the vicinity, the proposed field methods, and an application form. The application will be submitted to the City for their review, approval, and signature on the permit application form as a sponsor of the project prior to submittal. The fully signed permit application package will then be submitted to the THC for their review and eventual permit issuance. Simultaneously with permit application preparation, make final arrangements for on-site survey.
2. Archeological Field Survey
 - a. Once a permit has been issued and schedule allows, subconsultant's staff archeologists will travel to the survey area to conduct an archeological survey in accordance with the THC's minimum standards, including shovel testing and potentially required backhoe trenching. Observations will be recorded through notes, photographs, field forms, and with hand-held GPS. Any archeological sites observed within the survey tract will be documented in accordance with THC standards. It's anticipated that 160 shovel tests and up to four backhoe trenches will be necessary.
3. Draft Reporting
 - a. After field investigations, subconsultant to prepare standard documentation for any archeological site(s) recorded. Prepare a comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project. A draft will be electronically submitted to FNI and the City for review and comment, then (upon revision/approval) sent to the THC for their review under the ACT.
4. Curation and Final Report Preparation
 - a. Upon THC approval (typically 30 days after receipt), subconsultant to prepare final reports in accordance with the Antiquities Permit requirements and the scope provided and submit all photographs, notes, and forms to a state approved curation facility for permanent curation.

Task F – Topographical Survey: Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. Survey areas will include a 100-ft wide survey of the pipeline from FM 428 and CR 55 to the Pump Station site, approximately 12,500 linear feet, the remaining areas within the Pump Station site and 100-ft wide survey of the discharge pipeline from the Pump Station site to the intersection of Coit and Sunset, approximately 3,400 linear feet. The following survey shall be provided:

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the City of Celina control monuments.

2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and existing easements within the project area.
3. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.
4. Design survey to include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.
5. Provide a digital design survey drawing in AutoCAD (.dwg) format prepared to FNI standards showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

Task G – Easement Documents: Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided:

1. Prepare up to thirty-five (35) parcel exhibits with legal descriptions for temporary easements, signed and sealed by a Registered Professional Land Surveyor.
2. Prepare up to thirty-five (35) parcel exhibits with legal descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.
3. Survey and prepare plat of the Pump Station Site and circulate through the City of Celina platting process.

Task H – Subsurface Utility Engineering (SUE): Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data):

1. As described in the mentioned ASCE 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:
 - a. Quality Level D (QL “D”) – Information derived from existing records.
 - b. Quality Level C (QL “C”) – QL “D” information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
 - c. 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.
 - d. Quality Level A (QL “A”) – Also known as “locating”, this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
4. For this project, QL’s “B” and “A” SUE, as previously defined, will be provided. The QL “B” will include approximately 11,200-LF for the transmission line and 3,400-LF for the discharge pipeline.
5. The QL “A” will consist of up to fifteen (15) test holes, along the proposed water line alignment.
6. Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

Task I – Geotechnical Engineering: Consultant will render the following geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data and design recommendations. The services will include field exploration, laboratory testing, and reporting.

Field Exploration

1. Select appropriate locations for exploratory borings for evaluation and identification of subgrade soils according to the following:
 - a. Transmission Line (54-inch Diameter): Six (6) borings to a depth of 50 feet, one (1) to a depth of 35 feet, and five (5) to a depth of 25 feet
 - b. Pump Station: Four (4) borings to a depth of 30 feet and two (2) to a depth of 50 feet
 - c. Electrical Yard: Two (2) borings to a depth of 25 feet
 - d. Site Paving: Five (5) borings to a depth of 20 feet
 - e. Discharge Line (42-inch Diameter): One (1) boring to a depth of 50 feet and three (3) to a depth of 25 feet
2. Conduct one (1) site visit to mark proposed boring locations and determine and coordinate access. The Engineer will coordinate with the City and will notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.
3. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials. It is assumed that all boring locations are accessible with a truck-mounted drilling rig.
 - a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - c. The borings for the pump station, deeper borings along the transmission line and discharge line will be backfilled with cement-bentonite grout and topped off with mounded soil cuttings upon completion of drilling and sampling. Shallow borings for the transmission line, discharge line, and electrical yard will be backfilled with soil cuttings.
4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing

1. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content

- c. Unit dry weight
- d. Unconfined compressive strength (soil and rock)
- e. One-dimensional swell
- f. Sulfate testing (Tex-145E)
- g. Water-soluble chloride
- h. Water-soluble sulfates
- i. pH of soil
- j. Electrical resistivity (as-received and saturated)

Reporting

1. Perform the geotechnical engineering analysis and prepare a Geotechnical Investigation Report summarizing the investigation. The report will include the following:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - c. Foundation recommendations for support of the proposed pump station, and electrical yard pad including bearing capacity of soils/rock, suitable bearing material, etc. applicable for the recommended foundation or foundation options.
 - d. Provide recommendations for subgrade modification, if required to control settlement or expansive soil movement.
 - e. Lateral earth pressures.
 - f. Pavement and pavement subgrade recommendations.
 - g. General discussion of expected construction-related issues.
 - h. Earthwork related recommendations for use during development of plans and specifications.
2. Submittals will include an electronic PDF copy of the Geotechnical Investigation Report.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- 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 outside project area.
- e. Fuel Day Tank and Fuel System Piping
- f. Landscape and irrigation design for the parkway (between back of outside curb and ROW).
- g. Traffic Simulations and/or Traffic Studies.
- h. Franchise Utility Design.
- i. Revising the Traffic Control Plan based on Contractor input after Bidding.
- j. 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.
- k. Additional field testing or field work outside of that included in the contract.
- l. Field layouts or the furnishing of construction line and grade surveys.
- m. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- n. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.
- o. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- p. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- q. Providing additional services associated with State or Federal funding.
- r. Providing shop, mill, field or laboratory inspection of materials and equipment not listed in Special Services. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- s. Conducting pilot plant studies or tests.
- t. Preparing Operation and Maintenance Manuals or conducting operator training.
- u. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- v. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and

- Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- w. Furnishing Inspections and Commissioning Reports required by International Energy Efficiency Code (IECC).
 - x. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
 - y. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
 - z. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
 - aa. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
 - bb. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
 - cc. Services required to resolve bid protests or to rebid the projects for any reason.
 - dd. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
 - ee. Power systems and arc flash studies.
 - ff. Stormwater permitting and Storm Water Pollution Prevention Plan (SWPPP) preparation.
 - gg. Preparation of a detailed wetland delineation and jurisdictional determination report.
 - hh. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
 - ii. Preparation of a standard individual Section 404 permit application.
 - jj. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement except as noted in Article II.
 - kk. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
 - ll. If required by the USACE, FNI can assist the Client with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
 - mm. Presence/absence surveys for federally listed threatened/endangered species.
 - nn. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
 - oo. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
 - pp. Application for General Land Office easements.
 - qq. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
 - rr. Additional field investigations or analysis required to respond to public or regulatory agency comments.
 - ss. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
 - tt. Expert representation at legal proceedings or at contested hearings.
 - uu. Mitigation monitoring if required by permit conditions.
 - vv. Monitoring for compliance with permit conditions.
 - ww. Additional modifications to the compensatory mitigation plan.
 - xx. Assist with the payment of an EID processing fee if levied by the USACE.

EXHIBIT B**ENGINEERING FEE SUMMARY:**

FNI proposes to furnish services as described herein for a total fee of Four Million Five Hundred And Forty Thousand One Hundred Dollars (\$4,540,100). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the CLIENT before proceeding.

BASIC SERVICES (LUMP SUM)		AMOUNT
Task 1	Conceptual 30% Design	\$646,200
Task 2	Preliminary 60% Design	\$955,550
Task 3	Final 90% and 100% Design	\$1,405,300
Task 4	Bid Phase	\$130,550
Task 5	Construction Phase	\$608,700
Task 6	Record Drawings	\$55,550
	Subtotal	\$3,801,850
SPECIAL SERVICES (HOURLY NOT-TO-EXCEED)		AMOUNT
Task A	Early Procurement Packages	\$37,650
Task B	Pump Station Hydraulic Review	\$18,700
Task C	Cathodic Protection	\$50,800
Task D	Environmental Services	\$77,800
Task E	Archeological Investigation	\$42,800
Task F	Topographic Survey	\$125,050
Task G	Easement Documents	\$165,250
Task H	SUE	\$63,600
Task I	Geotechnical Engineering	\$156,600
	Subtotal	\$738,250
	TOTAL	\$4,540,100

Attachment: Southeast PS Final Design Scope (Southeast Pump Station and Pipeline Design W58)

EXHIBIT C TIMELINE

PROJECT SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services per the following schedule:

Task	Item Description	Schedule Month
	Notice to Proceed	July 2023
1	Conceptual 30% Design	January 2024
2	Preliminary 60% Design	June 2024
3	Final 90% and 100% Design	January 2025
4	Bid Phase	May 2025
5	Construction Phase	July 2027
6	Record Drawings	August 2027
Task A	Early Procurement Packages	June 2024
Task B	Pump Station Hydraulic Review	September 2024
Task C	Cathodic Protection	September 2024
Task D	Environmental Services	November 2024
Task E	Archeological Investigation	March 2024
Task F	Topographic Survey	September 2023
Task G	Easement Documents	June 2024
Task H	SUE	July 2024
Task I	Geotechnical Engineering	May 2024

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to an equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Ryan Quigley, Purchasing Agent
 CC: Andy Glasgow, Director of Engineering
 Date: July 11, 2023
 Re: Southeast Ground Storage Tank Design W63

Action Requested:

Consider and act to authorize an agreement for engineering services with Kimley Horn and associates for the design of a Southeast ground storage tank in an amount not to exceed \$642,200.00. (Glasgow)

Background Information:

Services include the design of a proposed 8.0 million gallon (MG) above-ground concrete ground storage tank (GST) and provisions for two future tanks of similar size for the City of Celina's Southeast Pump Station site. The service will be based on the preliminary design as described in the Southeast Pump Station, ground storage tank and transmission pipeline preliminary design report as completed by Freese and Nichols (FNI) dated May 2023. Yard piping and the associated control valve station to fill the ground tank will be designed by FNI. A preliminary grading plan will be prepared for the ground tank that coordinates with FNI's final grading plan for the pump station. 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.

The Master Agreement (MAPS) #2021-0085 is the contract number assigned from the solicitation for engineering services awarded in September 2022. The MAPS date is the effective/start date of the contract. The Task order date is the date associated with this work authorization.

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 by the City Attorney.

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, 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:	8 MG Southeast Ground Storage Tank		
Task Order #	064542435	Task Order Date:	
Engineer:	Kimley-Horn and Associates, Inc.		
Purchase Order#:		Project #:	W63
Engineer Representative	Stuart Williams, P.E.	Owner Representative:	Linda Majeed, P.E., CFM

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)		
Submission Date:	Submit invoice by the 10th 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:

1. Work Site: Consultant Offices unless otherwise stated.
2. 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.
3. Drawings/Plans___ are___ are not attached.
4. Date and Time to Commence: Upon Receipt of Purchase Order, Signed Work Order.
5. Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.

CONSULTANT PROVIDED INFORMATION:

1. Scope of Work: Attach as Exhibit A
2. Compensation: Attach as Exhibit B
3. Timeline / Schedule: Attach as Exhibit C
4. 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

KIMLEY-HORN AND ASSOCIATES, INC.

 Signature

 Signature



 Printed Name & Title

 Todd Strouse, P.E., Vice President

 Printed Name & Title

 Date

 6/12/2023

 Date

EXHIBIT A SCOPE OF WORK

I. PROJECT DESCRIPTION

This Project includes the design of a proposed 8.0 million gallon (MG) above-ground concrete ground storage tank (GST) and provisions for two future tanks of similar size for the City of Celina's Southeast Pump Station site. The design will be based on the preliminary design as described in the Southeast Pump Station, Ground storage tank and transmission pipeline preliminary design report as completed by Freese and Nichols (FNI) dated May 2023. Yard piping and the associated control valve station to fill the ground tank will be designed by FNI. A preliminary grading plan will be prepared for the ground tank that coordinates with FNI's final grading plan for the pump station. The proposed ground storage tank will be AWWA D110, Type III precast, prestressed, concrete. Evaluation of additional tank materials (welded / bolted steel) is not included in this project. The site plan and location of the tank will be based on the attached Figure 4-1 site plan as prepared by FNI. Survey for the project site will be completed by FNI and provided to KHA for design purposes. Construction of the ground tank is planned to be completed simultaneously with the pump station.

In addition to design services, the Project includes geotechnical investigation, electrical and instrumentation design for the tank, bid phase services, construction phase services, and the preparation of record documents.

II. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design (60%)

- a. Project Management and Administration.
 - i. Develop project production plan and schedule.
 - ii. Prepare for and attend up to three (3) meetings.
 - iii. Project site visits.
 - iv. Data Collection
 - v. Coordination with City.
 - vi. Coordination with subconsultants.
 - vii. Coordination with Freese and Nichols for preliminary design.
 - viii. Franchise Utility Coordination.
 - a. Provide design data to franchisees.
 - b. Identify potential franchise utility conflicts and possible relocation requirements.
 - ix. Prepare meeting agendas, summaries, and progress reports.
 - x. Project correspondence and invoicing.
 - i. Quality control and internal plan reviews.
- b. Tank Appurtenance Sizing
 - i. Coordinate with the City and FNI to determine operational parameters associated with filling and draining tank. Determine size for appurtenances such as: vents, overflow pipe, drain line
- c. General Plans
 - i. Prepare general plans sheets necessary including cover, general notes, sheet index, control sheet, Site Plan, Site Grading, and applicable City standard details.
- d. Ground Storage Tank Plan, Elevation and Detail Drawings
 - i. Prepare plans showing storage tank plan views, foundation design, tank layout, tank section, appurtenance locations and details, and tank details.
- e. Grading Plan
 - i. Site grading plan will only be completed in the general area of the ground storage tank. Grading of the full site will be completed by FNI as part of pump station plans.

- f. Preliminary Electrical & Instrumentation Plans
 - i. Tank electrical and instrumentation plans will be provided by FNI. KHA will coordinate with FNI to provide flanged outlets as necessary for level instrumentation for the tank.
- g. Tank Mixing System
 - i. Evaluate tank mixing systems and provide recommendations
- h. Compile and prepare a preliminary opinion of probable construction cost.
- i. Prepare Preliminary Project Manual, including bidding requirements, proposal, bid schedule, special conditions, and technical specifications. Technical Specifications are anticipated to include the following:
 - i. Hydrostatic testing and Disinfection
 - ii. Earth Moving
 - iii. Trenching, backfilling, and compaction
 - iv. Sedimentation and erosion control
 - v. Ductile Iron Pipe
 - vi. Ductile Iron Fittings
 - vii. Mortar Lined Steel Pipe
 - viii. Gate Valves
 - ix. Butterfly Valves
 - x. Expansion Joints, Couplings, and Tapping Sleeve
 - xi. Site Maintenance
 - xii. Cast-in-Place Concrete
 - xiii. Precast, Prestressed Concrete Tank with Steel Diaphragm
 - xiv. Trench Safety
 - xv. Site Preparation/Tree Protection
 - xvi. Clearing
- j. 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. Cover Sheet
 - b. Sheet Index
 - c. Project Layout and Control Sheet
 - d. GST Plan View
 - e. GST Elevation View
 - f. Standard and Special Details
 - g. GST Details
 - h. Preliminary Project Manual.
 - i. Preliminary opinion of probable construction cost.

B. Final Design (90%, 100%)

- a. Project Management and Administration.
 - i. Update project schedule.
 - ii. Prepare for and attend up to two (2) meetings.
 - iii. Project site visits.
 - iv. Coordination with City.
 - v. Coordination with subconsultants.
 - vi. Coordination with FNI.
 - vii. Coordination with franchise utility owners
 - viii. Prepare meeting agendas, summaries, and progress reports.
 - ix. Project correspondence and invoicing.
 - x. Quality control and internal plan reviews.
- b. General Plans
 - i. Prepare general plans sheets necessary including cover, general notes, sheet index, control sheet, site plan, site grading, and applicable City standard details.

- c. Finalize Ground Storage Tank Plan, Elevation and Detail Drawings
 - i. Finalize tank plans
- d. Grading Plan
 - i. Finalize grading plan. Site Grading Plan will only be completed in the general area of the ground storage tank. Grading of the full site will be completed by FNI as part of the pump station plans
- e. Finalize Tank Mixing System
- f. Erosion Control.
 - i. Prepare erosion control plan sheets at 1"=100' scale (11"x17").
 - ii. Erosion control sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
 - iii. Compile applicable TxDOT standards.
- g. Finalize Project Manual.
- h. Finalize quantity summaries (pay item listings) and update the overall opinion of probable construction cost.
- i. Submit design plans and specifications to TCEQ for plan approval.
- j. Final Design 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 & project manual to the City.
 - iii. Submittal shall include the following:
 - a. Cover Sheet
 - b. Sheet Index
 - c. Project Layout and Control Sheet
 - d. Ground Storage Tank Plan and Section Sheets
 - e. Ground Storage Tank Details
 - f. Miscellaneous Details
 - g. Erosion Control Plan
 - h. Standard and Special Details
 - i. Project Manual.
 - j. Technical Specifications
 - k. Opinion of probable construction costs.

C. 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. Drill and extrude the following:
 - a. Up to four (6) sample borings for the proposed GST. 5 bores are planned around the perimeter of the tank to depths of 30-feet below existing grade and one bore is planned for the center of the tank to a depth of 60-ft below existing grade using truck-mounted equipment
 - b. Additional depths or borings, if necessary, will be provided as *Additional Services* only upon written City authorization.
 - ii. Check samples for consistency with a hand penetrometer.
 - iii. Stake the boring locations using normal taping procedures (location and elevation to be surveyed).

- iv. Backfill bore holes and plug at the surface.
- v. Provide continuous sampling (with field strength testing).
- vi. Rock will be evaluated for hardness by TxDOT cone penetration 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. Standard proctor.
 - f. 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. Recommendations for tank foundation type, depth, and allowable loading, including bearing pressure and potential settlement
 - d. Minimum penetration of piers to resist uplift (if required)
 - e. Foundation construction requirements
 - f. Recommendations for slab support, including an evaluation of the swell characteristics of the subgrade soils
 - g. Earthwork recommendations
 - h. Guidelines for pavement design
 - ii. Submit one (1) copy & .pdf of the report to the City.

B. 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.

C. 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 350 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. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - g. *Final Walk-Through.* Upon substantial completion of construction, participate in a final walk-through with the City and the Contractor. Prepare necessary items for inclusion in a punch list
 - h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - i. *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:

1. Hydraulic Modeling
2. Survey of the project site
3. Design of the pump station building
4. Design of the GST vault for the fill line
5. Yard piping associated with the GST
6. Electrical and instrumentation for the GST
7. Site pavement design
8. Site fence design and specification
9. Landscape & Irrigation design
10. Drainage Plan
11. Platting
12. Surge Analysis
13. Construction Staking.
14. Environmental Services beyond those identified in the Scope of Services.
15. Title Research.
16. Traffic Simulations and/or Traffic Studies.
17. Franchise Utility Design.

- End of Scope of Services –

EXHIBIT B COMPENSATION

II.	Basic Services (Lump Sum)	
A.	Preliminary Design (60%)	\$227,000
B.	Final Design (90%, 100%)	\$278,500
C.	Record Documents	\$7,500
	Basic Services Total (Lump Sum)	\$513,000
III.	Special Services (Cost Plus Not to Exceed)	
A.	Geotechnical Engineering	\$26,200
B.	Bid Phase Services	\$10,500
C.	Construction Phase Services	<u>\$92,500</u>
	Special Services Total (Cost Plus, Not to Exceed)	\$129,200
	Project Budget, Grand Total (Not to Exceed)	\$642,200

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage (6%) of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Our current rate schedule is below.

Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

<i>Classification</i>	<i>Rate</i>
<i>Analyst</i>	<i>\$160 - \$245</i>
<i>Professional</i>	<i>\$230 - \$295</i>
<i>Senior Professional I</i>	<i>\$255 - \$350</i>
<i>Senior Professional II</i>	<i>\$335 - \$370</i>
<i>Senior Technical Support</i>	<i>\$155 - \$280</i>
<i>Support Staff</i>	<i>\$110 - \$145</i>
<i>Technical Support</i>	<i>\$125 - \$150</i>

Effective through December 31st, 2023

Subject to annual adjustment thereafter

**EXHIBIT C
TIMELINE / SCHEDULE**

Design and construction for the proposed 8.0 MG GST will be completed on the same schedule as the pump station as shown in the attached schedule Dated 6/9/2023 as prepared by FNI.

City of Celina - Southeast 8 MG Ground Storage Tank

	2023							2024												2025				2026				2027			
	Month							Month												Quarter				Quarter				Quarter			
Key Task Name	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Notice to Proceed (7/11/2023)																															
Design Phase																															
30% Design & Submittal - 12/4/2023																															
City Review - 12/5/2023 - 1/1/2024																															
60% Design & Submittal - 1/2/2024 - 6/3/2024																															
City Review - 5/14/2024 - 6/3/2024																															
90% Design & Submittal - 6/4/2024 - 9/30/2024																															
City Review - 9/10/2024 - 9/30/2024																															
100% Final Design & Submittal - 10/1/2024 - 1/16/2024																															
TCEQ Plan Review - 1/24/2025 - 4/17/2025																															
Geotechnical Investigation																															
Geotechnical Investigation																															
Bidding and Construction																															
Bidding & Construction - 1/17/2025 - 4/13/2027																															

EXHIBIT D DELIVERABLES

Deliverables: Submittal will include three (3) hardcopies and a .PDF of the following:

- Half size (11"x17") Design Plans
- Project Manual
- Record Documents
- Geotechnical Investigation
- Opinion of Probable Construction Cost (OPCC)



Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
 From: Jeff Davis, Assistant Parks Director
 CC: Cody Webb, Director of Parks and Recreation
 Date: July 11, 2023
 Re: Wilson Creek Park Master Plan Adoption

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, adopting the Wilson Creek Park Master Plan; and providing an effective date. (Webb)

Background Information:

One of the next big parks in Celina will be Wilson Creek Park serving the southeastern sector of the City, which will encompass 100 acres. To ensure that this new park adheres to the needs of the community, the City and the consulting team have engaged the public to understand the recreation and sport interests of residents.

City Council determined at the June meeting that the presented concept plan for Wilson Creek Park is adequate and is ready to implement. The proposed Resolution is for Council action to officially adopt the Master Plan.

Board Review/Citizen Input:

The Parks and Recreation Board advised Council to adopt the Concept Plan as presented at their May board meeting.

Alternatives:

The City Council may choose to reject the proposed concept plan and provide direction to staff

Legal Review:

Legal has reviewed the proposed Resolution.

Supporting Documents:

Proposed Resolution
 Proposed Concept

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CELINA, TEXAS, ADOPTING THE WILSON CREEK PARK
MASTER PLAN; PROVIDING A REPEALING CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, by Ordinance 2019-07 dated March 19, 2019, the City Council of the City of Celina, Texas (the “City Council”), adopted the Trails Master Plan; and

WHEREAS, the Trails Master Plan adopted the following goals to establish guidelines and considerations for future recreation of the community:

- Goal 1: Incorporate Trails with New Growth
- Goal 2: Enhance Quality of Life
- Goal 3: Easily Maintainable Trails
- Goal 4: Improve Safety
- Goal 5: Create a Brand for The Trail Network
- Goal 6: Increase Accessibility; and

WHEREAS, by Ordinance 2020-06 dated February 11, 2020, the City Council adopted the Parks and Recreation Master Plan; and

WHEREAS, the Parks and Recreation Master Plan adopted the following goals to establish guidelines and considerations for future recreation of the community:

- Goal 1: Provide a network of large, interconnected parks with a variety of programming options
- Goal 2: Encourage active and passive recreation for families
- Goal 3: Promote the health and well-being of citizens
- Goal 4: Utilize parks to preserve open space and protect creek corridors
- Goal 5: Provide first-class facilities to host a variety of youth and adult sports activities
- Goal 6: Encourage community gathering, events and socialization
- Goal 7: Capture and enhance the beauty of the Celina’s natural resources
- Goal 8: Provide parks and park amenities to under-served populations; and

WHEREAS, the Wilson Creek Park Master Plan, attached hereto as Exhibit “A”, has incorporated the goals of both the Trails Master Plan and the Parks and Recreation Master Plan; and

WHEREAS, the Parks and Recreation Board has reviewed and recommended approval of the Wilson Creek Park Master Plan; and

WHEREAS, the City Council has reviewed the Wilson Creek Park Master Plan and finds that the same should be adopted.

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

SECTION 1: That the Wilson Creek Park Master Plan, attached hereto as Exhibit “A”, and incorporated herein for all purposes, is hereby approved and adopted in its entirety.

SECTION 2: That all provisions of the Resolutions of the City of Celina, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3: That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Celina, Texas, on this the 11th day of July, 2023.

CITY OF CELINA, TEXAS

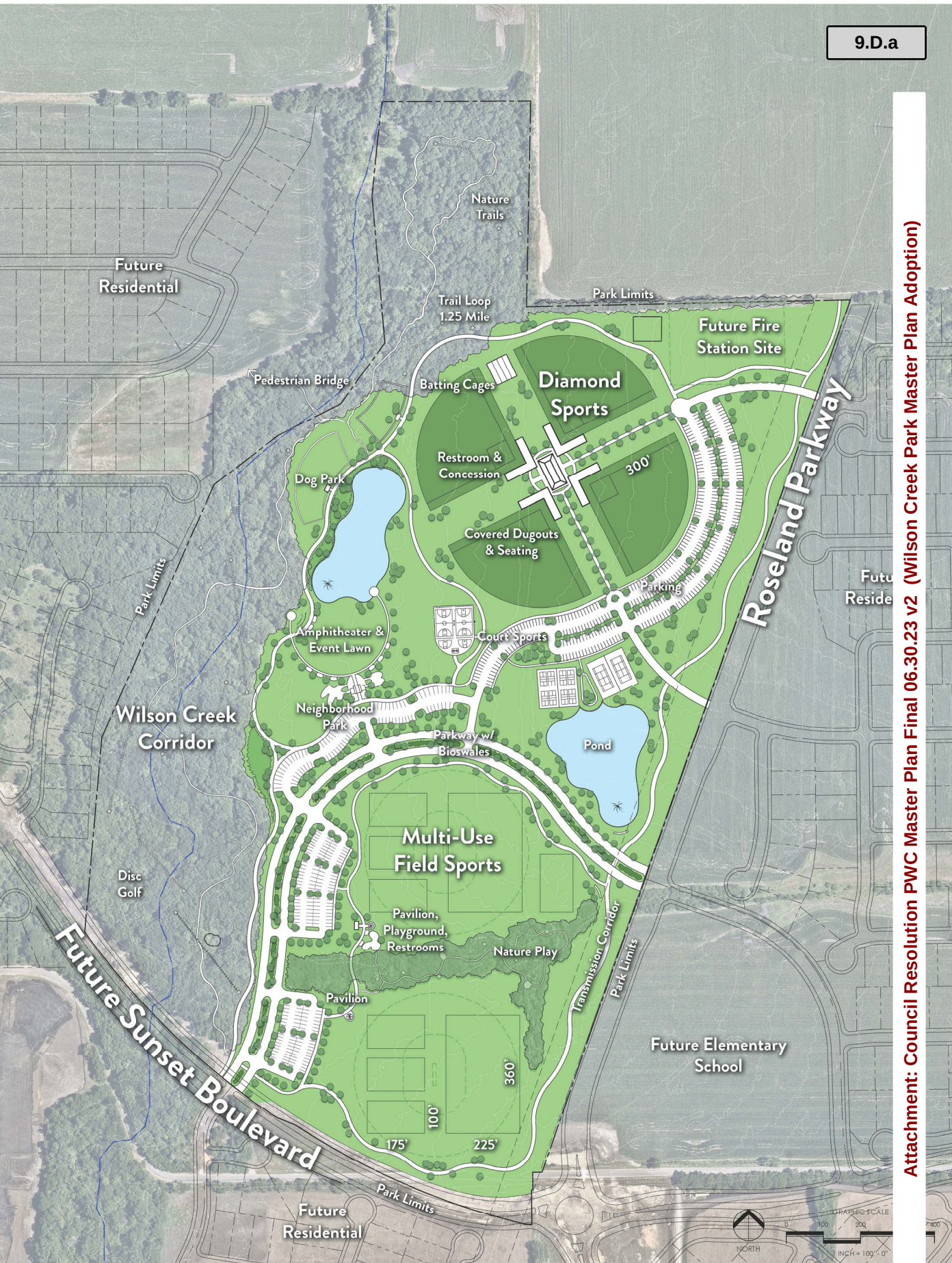
Ryan Tubbs, MAYOR

Attest:

Lauren Vaughns, CITY SECRETARY

Attachment: Council Resolution PWC Master Plan Final 06.30.23 v2 (Wilson Creek Park Master Plan Adoption)

EXHIBIT “A”
Wilson Creek Park Master Plan





Attachment: Wilson Creek Park final concept image (Wilson Creek Park Master Plan Adoption)



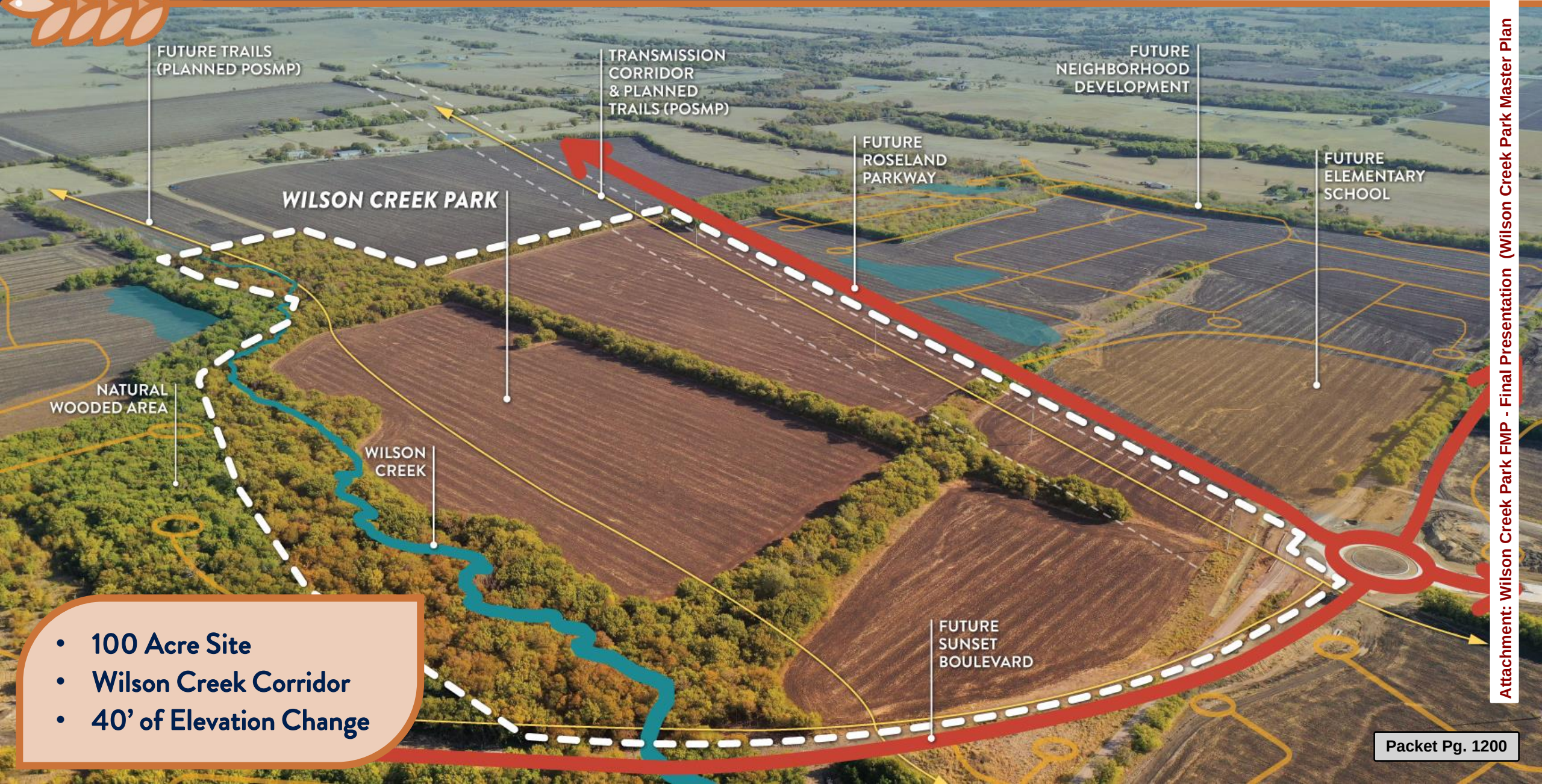
WILSON CREEK PARK

Final Master Plan

June 2023



Analysis and Programming



- 100 Acre Site
- Wilson Creek Corridor
- 40' of Elevation Change

Community Input



**455 Written
Responses!**

Packet Pg. 1201



Concept Development

Developed Concept Alternatives

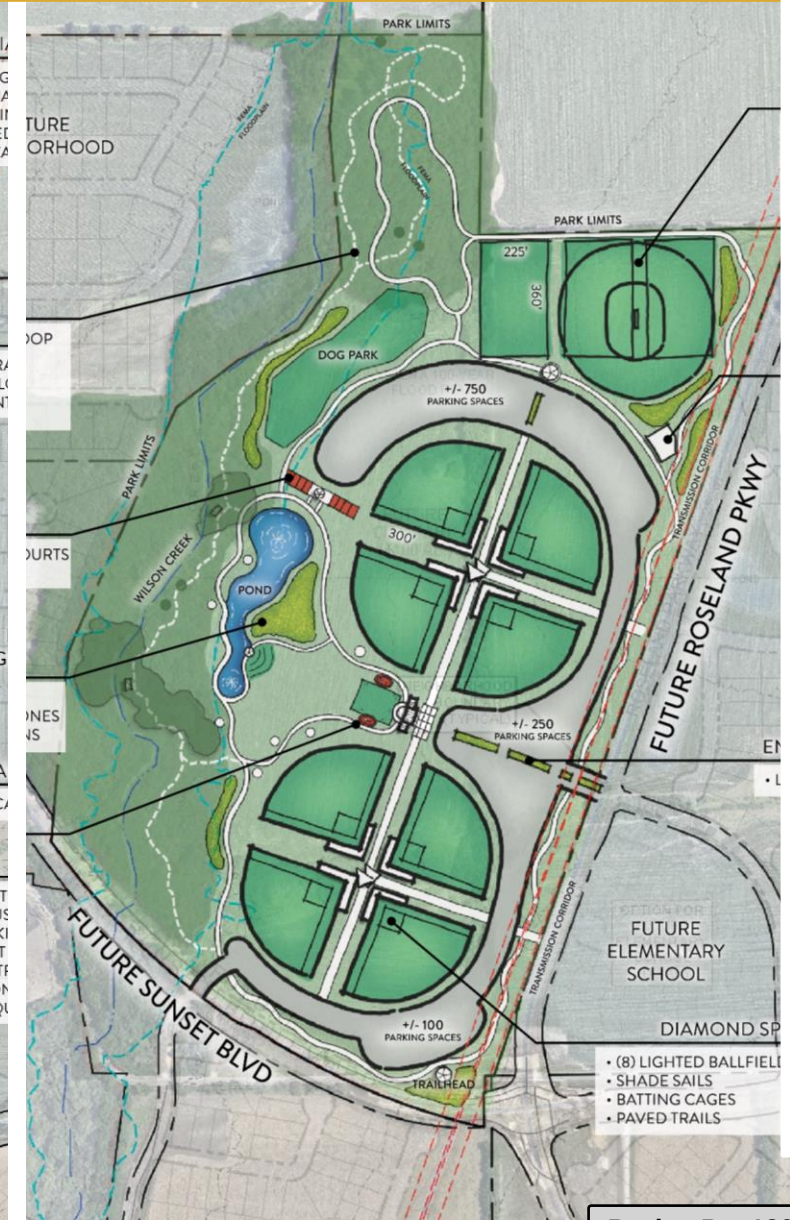
March Community Input:

- Online Survey
- Friday Night Market
- Park Board
- Celina Senior Center
- Spring Youth Sports League

Scan the QR
Code to provide
your feedback!



CONCEPT A

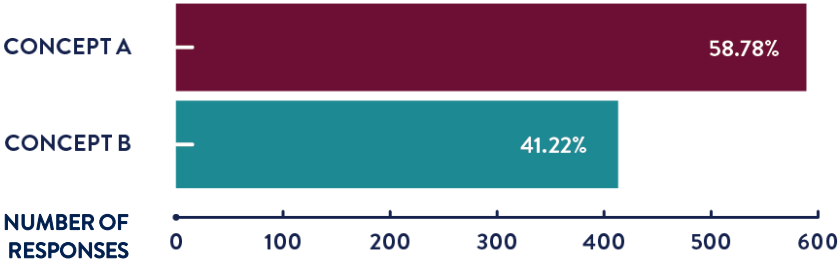


CONCEPT B

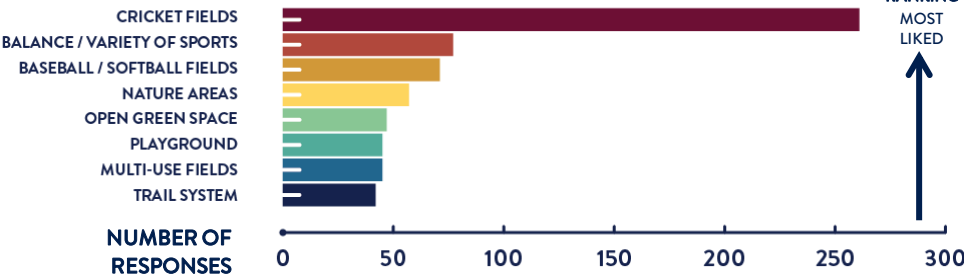


Feedback & Final Concept

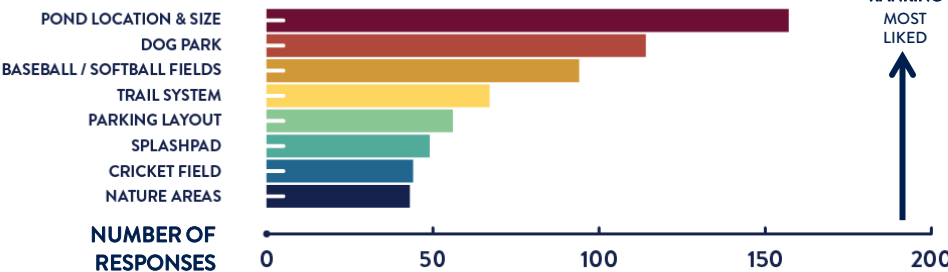
WHICH CONCEPT DO YOU MOST PREFER?



WHAT DID YOU LIKE MOST ABOUT CONCEPT A:



WHAT DID YOU LIKE MOST ABOUT CONCEPT B:



1,072 Survey Responses!





Task 1 – Analysis & Programming

Sept. 2022 – Jan. 2023

- ✓ Base Mapping, Site Analysis, & Initial Programming
- ✓ Community Input via Survey Monkey



Task 2 – Conceptual Development & Community Input

Jan. 2023 – March 2023

- ✓ Prepare Conceptual Alternatives
- ✓ Present Conceptual Alternatives to Park Board
- ✓ Prepare Final Concept Plan



Task 3 – Master Planning

March 2023 – June 2023

- ✓ Prepare Preliminary Master Plan & Budget Projections
- ✓ Present Preliminary Master Plan to Park Board*
- ✓ Prepare Final Master Plan & Budget Projections
- ✓ Present Final Master Plan to City Council

