



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
MONDAY, DECEMBER 7, 2015 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Employee Introductions
- B. Main Street event update
- C. Code Enforcement Recognition
- D. Fire Department equipment needs

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, and 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Professional Engineer/Permit Technician (Foreman)
- B. Potential economic development opportunities
- C. Consider and act upon any items discussed in executive session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION 6:00 PM:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Keep Celina Beautiful Check Presentation(Ricketts)
- B. Volunteer of the Year Presentation (Bise)

VI. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign the "Speaker List" with the City Secretary. 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.

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.

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 - Public Hearing and Special Meeting - Nov 5, 2015 7:00 AM
 2. City Council - Regular Meeting - Nov 10, 2015 5:00 PM
- B. Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2015-36, which adopted and approved the budget for fiscal year beginning October 1, 2014, and ending September 30, 2015, and make appropriations for each department, project and account, by adopting an amended fiscal year 2014-2015 Budget for the City of Celina, Texas, reallocating funds between accounts pursuant to exhibit "A", attached hereto and incorporated into this ordinance. Toutouchian
- C. Consider and act upon a petition for the voluntary annexation of a ±669.95 acre tract of land located in the Mary Howell Survey, Abstract No. 395, the Charles Rice Survey, Abstract No. 771, the J.B. Wilmeth Surveys, Abstracts No. 983 and No. 985, the Levin Routh Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, Collin County, Texas and generally located on the east side of Preston Road and south of Sunset Boulevard, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and set two public hearing dates on January 12, 2016 at 6:00 p.m. and on January 12, 2016 at 6:05 p.m. (Parks at Wilson Creek) (Liebman)
- D. Consider and act upon the adoption of a Home Builder Kiosk Sign Program and authorize the City Manager to enter into a contract with National Sign Plazas to facilitate the installation of informational signs in city-owned right-of-way to direct potential customers to residential developments within the City and Celina's ETJ. (Kiosks) (Liebman)
- E. Consider and act upon a Construction Plat for Light Farms, Cypress Creek and Worthington Way, approximately 7.03 acres situated in the Collin County School Land Survey No. 14, Abstract No. 167. These rights-of-way are located within Light Farms in Celina's extraterritorial jurisdiction (ETJ) and generally located north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Light Farms right-of-way dedications) (Liebman)
- F. Consider and act upon a resolution authorizing the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and William and Wynelle Kleber. (Liebman)
- G. Consider and act to authorize the City Manager to execute contracts with Hill & Wilkinson, Kendrick Mechanical Inc., and Automation Integration For The Renovation Of City Hall. (Montgomery)

- H. Consider and act upon an ordinance of the City Council of the City of Celina, Texas amending the City's Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12.04, Parking, Section 12.04.002, Parking Restrictions on Specific Streets; prohibiting parking on the north side of the entire length of W. Cedar Street from the intersection of S. Arizona Drive to the intersection of S. Utah Street, the western side of the entire length of S. Utah Drive from the intersection of W. Cedar Street to the intersection of W. Sunset Boulevard/W. Carl Darnall Parkway, and the entire length of W. Sunset Boulevard/W. Carl Darnall Parkway. (Liebman)
- I. Consider and act upon a resolution to support participation in a Regional Water Distribution Study. (Johnson)
- J. Consider and act upon the renewal of the miscellaneous professional land surveying services agreements between Pacheco Koch Consulting Engineers, Inc. (PKCE) and the City of Celina, Texas. (Liebman)
- K. Consider and act upon an ordinance of the City Council of the City of Celina, Texas regarding a surety bond in the name of the Celina City Manager.

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance updating the Rough Proportionality Ordinance. (Johnson)
- B. The Celina City Council will conduct a public hearing to consider testimony and take action regarding the adoption of an Ordinance to declare the drainage of the municipality a public utility and establish a Municipal Storm Water Utility System. (Johnson)
- C. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance of the City of Celina amending the Code of Ordinances by adding "Municipal Drainage Utility System Fee Schedule"; Establishing a Municipal drainage utility system fee; Providing for exemptions and credits. (Johnson)
- D. The Celina City Council will conduct a public hearing, consider testimony and act upon a resolution regarding the dissolution of an existing Public Improvement District (PID) for Sutton Fields, a ±494.883 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas. The property is generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields I Dissolution) (Liebman)
- E. The Celina City Council will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Wells South Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±400.5 acre tract of land located within the city limits and the ETJ of the City of Celina, Collin County, Texas, and is generally located at the north of FM 1461 (Frontier Parkway), east of CR 83, and south and west of CR 84. (Wells South) (Liebman)

- F. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 ± 400.5 acre tract of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030; Collin County, Texas; as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD Planned Development No. 58; the property is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road). (Wells South) (Liebman)
- G. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 6.017 acre tract of land located in the Collin County School Land Survey, Abstract No. 167; Collin County, Texas; as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD Planned Development No. 59; the property is generally located on the west side of SH 289 (Preston Road) approximately 2,000 feet north of Frontier Parkway. (Kids R Kids and Hallford) (Liebman)
- H. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 ± 93.277 acre tract of land located in the L.M. Boyd Survey, Abstract No. 48; Collin County, Texas; as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD Planned Development No. 60; the property is generally located approximately 2,000 feet east of SH 289 (Preston Road) north of CR 100 and south of CR 134. (Littell 93) (Liebman)
- I. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the proposed involuntary annexation of a ± 45.311 acre tract of land in Celina's extraterritorial jurisdiction (ETJ) and situated in the Thomas Stayton Survey, Abstract No. 806, and generally located at the northwest corner of CR 51 and the future alignment of the Dallas North Tollway. (May Tract) (Liebman)
- J. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 1997-07, as heretofore amended, the same being the Subdivision Ordinance, Division 4: Design Standards, to add a new Section 10.03.129 entitled "Median Landscaping." (Liebman)
- K. The Celina City Council will conduct a public hearing to consider testimony and act upon 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, Chapter 14: Zoning, Article 14.05: Performance Standards, Section 14.05.229, Lighting. (Liebman)

- L. Conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina for a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located on the east side of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, affirming changes proposed by the Home Rule Charter Committee. Vanzant
- B. Consider and act to authorize the City Manager to purchase Fire Equipment not to exceed 1.1 million dollars. (Metdker)
- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting the construction of an overpass on Frontier Parkway (County Road 5) over the Burlington Northern/Santa Fe Railway Line, the reconstruction of FM 1461 from Preston Road to Custer Road, and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway Overpass at US Highway 380, in cooperation with the Town of Prosper, Collin County and the Regional Transportation Council. (Johnson)
- D. Consider and act upon an ordinance Of The City Council Of The City Of Celina, Texas, Amending The City's Code Of Ordinances, Appendix A: Fee Schedule, various utility fees. (Fourmentin/Montgomery)
- E. Consider and act upon an Agreement by and between The City of Celina, Texas and Greater Celina Chamber for Commerce for Economic Development Services. (Foreman)
- F. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Major Improvement Area Assessment Roll for Wells South Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Major Improvement Area Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Major Improvement Area assessments, and providing penalties and interest on delinquent assessments. (Wells South MIA) (Liebman)
- G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Neighborhood Improvement Area #1 Assessment Roll for Wells South Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Neighborhood Improvement Area #1 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Neighborhood Improvement Area #1 assessments, and providing penalties and interest on delinquent assessments. (Wells South NIA #1) (Liebman)
- H. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the mayor to execute a Wells South Public Improvement District Reimbursement Agreement between the City of Celina, Texas and Celina Development, LLC. (Liebman)

- I. 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 2015 (Wells South Public Improvement District Major Improvement Area Project) and approving and authorizing related agreements. (Wells South MIA) (Liebman)
- J. 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 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) and approving and authorizing related agreements. (Wells South NIA #1) (Liebman)
- K. Consider and act upon an ordinance of the City of Celina, Texas, annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 400.5 acre tract of land in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such tract is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) (Liebman)
- L. Consider and act upon an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a being a ± 11.05 acre strip of CR 83 right-of-way adjacent to Wells South, situated in the William Wilhite Survey, Abstract No. 1002, the Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030. (CR 83 ROW) (Liebman)
- M. Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 4.203 acre strip of CR 84 right-of-way adjacent to Wells South, located in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008 Collin County, Texas, such tract is generally CR 84. (CR 84 Right-of-Way Annexation) (Liebman)
- N. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of portions of CR 83 and CR 84 roadway easements adjacent to Wells South, located in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008 Collin County, Texas. (Wells South) (Liebman)
- O. Consider and act upon a Subdivision Ordinance variance request to allow construction to begin on the Mustang Lakes Amenity Center prior to the lot being platted and required utilities provided. (Mustang Lakes Amenity Center Variance) (Liebman)
- P. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, January 12, 2016 at 6:00 p.m. & Tuesday, January 12, 2016 at 6:05 p.m.) for public hearings on the proposed involuntary annexations of Tracts 10, 19, 34, & 76 of Block 2, of the Collin County School Land Survey #15, Abstract No. 170 and being ± 111.9710 acres; and a ± 34.62 acre tract of land located in Tract 55 of the Coleman Watson Survey, Abstract No. 945. (Liebman)

- Q. Consider and act upon on an ordinance of the City of Celina, Texas, adopting the annexation of certain territories contiguous to and adjoining the City of Celina, Texas, to wit: being all of Rolling Meadows Estates, a residential subdivision within Collin County Texas, encompassing 51.418 acres situated in the Coleman Watson Survey, Abstract No. 945 and comprising of forty-four (44) lots. (Rolling Meadows) (Liebman)
- R. Consider and act upon a Final Plat for Creeks of Legacy, Phase 1A, a ±59.906 acre tract of land situated in the William Davenport Survey, Abstract No. 262 and the F. D. Gary Survey, Abstract No. 361, containing 212 residential lots and nine (9) open space/common area lots. The property is generally located north of Frontier Parkway, south of Clear Creek Parkway and west of Doe Branch Boulevard. (Creeks of Legacy) (Liebman)
- S. Consider and act upon a Final Plat for Creeks of Legacy, Phase 1C, a ±25.539 acre tract of land situated in the William Davenport Survey, Abstract No. 262 and the F. D. Gary Survey, Abstract No. 361, containing ninety-one (91) residential lots and generally located north of Frontier Parkway, south of Clear Creek Parkway and west of Doe Branch Boulevard. (Creeks of Legacy) (Liebman)

X. ADJOURNMENT:

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: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

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

Date Notice Removed



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: December 7, 2015
Re:

Action Requested:

Professional Engineer/Permit Technician (Foreman)

Staff Recommendation:



**NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
THURSDAY, NOVEMBER 5, 2015 AT 7:00 AM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Lori Vaden	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Present	
Sean Terry	City of Celina	Mayor	Absent	

Mayor Pro Tem Anderson called the meeting to order at 7:00 AM.

II. PUBLIC HEARING:

- A. The Celina City Council will conduct a public hearing to consider and discuss the proposed assessments to be levied against the assessable property within the Sutton Fields II Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±622.779 acre tract of land located within the city limits and the ETJ of the City of Celina, Denton County, Texas, and is generally located at the north of Parvin Road, east of FM 1385 and south of FM 428. (Sutton Fields II) (Liebman)

Mayor Pro Tem Anderson opened the hearing at 7:04 PM. No public comment was received. The hearing was continued to November 10th.

- B. The Celina City Council will conduct a public hearing, consider and act upon an ordinance of the City Council of the City of Celina, Texas, designating a contiguous geographic area within the City as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Four, City of Celina, describing the boundaries of the zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund of 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. (Sutton Fields II) (Liebman)

Mayor Pro Tem Anderson opened the hearing at 7:06 PM. No public comment was received. The hearing was closed at 7:06 PM. (2015-52)

Minutes Acceptance: Minutes of Nov 5, 2015 7:00 AM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erik Geiger, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

III. ACTION ITEMS:

- A. The Celina City Council will consider and act upon an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately ±127.897 acre tract of land located in the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such tract is generally located on the east side of FM 1385, north of Crutchfield Road and south of FM 428. (Denton County 128) (Liebman)

This item was taken before the public hearings. City Attorney Julie Fort explained the service plan. (2015-53)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

IV. ADJOURN:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 7:07 AM.

Chad Anderson, Mayor Pro Tem

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

Date Minutes Approved

Minutes Acceptance: Minutes of Nov 5, 2015 7:00 AM (Minutes Approval)



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, NOVEMBER 10, 2015 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the meeting to order at 5:20 PM.

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Lori Vaden	City of Celina	Place 5	Present	5:55 PM
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Absent	
Sean Terry	City of Celina	Mayor	Present	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Employee Introductions/Recognitions

Public Safety Director Mark Metdker introduced the following new employees and promotions: Police-Timothy Hebert, Dan Schechter, Timothy Hale, Tony Griggs, Shea Scott, Samuel Hernandez, John Jackson, Michael Proffer and Fire-Bryan McMeekan, Chris Kincaid, Johnny Smith, Kyle Mills, James Campbell, Shawn McCarty.

Public Works and Engineering Director Gabe Johnson introduced the following new employees and promotions: Jeff McClelland - Construction Inspector, Catherine Oduro - Engineer in Training, Nathan Bidelman - Water Tech 1, Gary Stout - Water Operator, Jon LaPradd - Wastewater Tech 1, Robert Chumbley - Wastewater Operator.

B. Department Update for Engineering and Public Works (Johnson)

Public Works and Engineering Director Gabe Johnson gave updates on various road, water and sewer line projects throughout the city.

C. City Hall remodel update (Montgomery)

Administrative Services Manager Michael Montgomery informed council that operations would move to 302 W. Walnut Street during the remodel.

The City Council took a brief recess at 5:40 PM.

III. EXECUTIVE SESSION:

IV. PLEDGE OF ALLEGIANCE/INVOCATION 6:00 PM:

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

City Council reconvened into open session at 6:10 PM. Mayor Terry led the pledges of allegiance. Councilman Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

No public comment was received. Mayor Terry mentioned Veteran's Day activities taking place in the schools.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Andy Hopkins, Place 3
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT:	Geiger

A. Minutes Approval:

1. City Council - Regular Meeting - Oct 13, 2015 5:00 PM
 2. City Council - Public Hearing and Special Meeting - Oct 20, 2015 5:30 PM
 3. City Council - Public Hearing and Special Meeting - Oct 27, 2015 6:15 PM
- B. Consider and act upon an Interlocal Agreement Amendment by and between The City of Celina, Texas and the City of Weston Texas, for Municipal Court Services. (Montgomery)
 - C. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Pacheco Koch Consulting Engineers, Inc. for Engineering and Surveying Services. (Johnson)
 - D. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Garver, LLC for Engineering and Professional Services. (Johnson)
 - E. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Cobb, Fendley and Associates, Inc. For Engineering and Professional Services. (Johnson)
 - F. Consider and act upon a task order authorization by and between the City of Celina and Cobb, Fendley and Associates, Inc as per the MSA for Professional Services. (Johnson)
 - G. Consider and act upon a contract by and between the City of Celina and Pacheco Koch, LLC for Professional Services related to an Inflow and Infiltration Study for the West Basin. (Johnson)
 - H. Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Construction and Use. (Faulkner)
 - I. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting the 2015 Certified Tax Roll for the City of Celina. (Toutounchian)

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

- J. Consider and act on an Ordinance Of The City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: Being all that certain 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas; and Being all that certain 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of that certain tract of Tract II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 529, Deed Records, Collin County, Texas, Such tracts are generally located north of County Road 100, east of SH 289, west of County Road 97, and south of County Road 134. (Liebman)

(2015-60)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Neighborhood Improvement Area #1 Assessment Roll for Sutton Fields II Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the district and establishing a lien on such property; providing for payment of the Neighborhood Improvement Area #1 Assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the Neighborhood Improvement Area #1 Assessments, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date. (Liebman)

Mayor Terry recused himself at 6:13 PM for items A and B due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:13 PM. No public comment was received. The hearing was closed at 6:16 PM. (2015-34)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Lori Vaden, Place 5
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT:	Geiger

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a Service and Assessment Plan and Neighborhood Improvement Areas #2-5 Assessment Roll for Sutton Fields II Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the district and establishing a lien on such property; providing for payment of the Neighborhood Improvement Areas #2-5 Assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the Neighborhood Improvement Areas #2-5 Assessments, providing penalties and interest on delinquent assessments. (Liebman)

Mayor Pro Tem Anderson opened the hearing at 6:16 PM. No public comment was received. The hearing was closed at 6:17 PM. (2015-56)

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT:	Geiger

- C. The Celina City Council will conduct a public hearing at 6:00 p.m. to consider testimony regarding proposed involuntary annexations of Rolling Meadows Estates being 51.418 acres situated in the Coleman Watson Survey Abstract No. 945 and encompassing 44 lots. (Liebman)

Mayor Terry returned to the meeting at 6:17 PM and opened the hearing.

Lee Johnson of 6582 Swallow Court asked what is the reasoning, what is the benefit, and when will this happen.

Doug Wink (?) of Meadow (?) asked if the council would consider pushing this back to allow for budgeting.

Ann Radcliffe of 6533 Swallow Court asked what is the benefit and why is the water so much.

Darrel Wilson of 6270 Coastal Drive asked what is the benefit, why is the water so much, when will this happen and when the taxes will take place.

Ann Radcliffe stated that their water was off now and the water pressure is low.

An unidentified woman asked about services provided and why two hearings in a row.

City Attorney Lance Vanzant noted proposed services are stated in the service plan.

The hearing was closed at 6:22 PM

- D. The Celina City Council will conduct a public hearing at 6:05 p.m. to consider testimony regarding proposed involuntary annexations of Rolling Meadows Estates being 51.418 acres situated in the Coleman Watson Survey Abstract No. 945 and encompassing 44 lots. (Liebman)

Mayor Terry opened the hearing at 6:23 PM.

Donna McNamara of 6560 Swallow Court stated that the information passed out to them is not matching what they are being told and when will taxes will go into effect.

Mike Denison of 6506 Lark Circle asked when sewer is coming.

The hearing was closed at 6:30 PM.

- E. The Celina City Council will conduct a public hearing to consider testimony on a final Service and Assessment Plan, including a final Assessment Roll for Assessed Property, for the Wells South Public Improvement District, a +-400 acres of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030; Collin County, Texas; making a finding of special benefit to assessable property within the District and establishing a lien on such property for payment of the Assessments. (Wells South NIA #1) (Liebman)

Mayor Terry opened the hearing at 6:30 PM and stated it would be continued to the December 7th meeting. No public comment was received.

- F. Conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina for a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located on the east side of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)

Mayor Terry opened the hearing at 6:31 PM. No public comment was received.

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

RESULT:	TABLED [UNANIMOUS]	Next: 12/7/2015 5:00 PM
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Andy Hopkins, Place 3	
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins	
ABSENT:	Geiger	

- G. Conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina for a zoning amendment request from an AG-Agricultural Zoning District to PD-Planned Development Zoning District with a base zoning of LI - Light Industrial on a ±58.46 acre tract of land located in the Collin County School Survey #15, Abstract No. 170, Collin County, Texas. The property is generally located east of Business 289 (Louisiana Street), north of CR 95, south of CR 99 and west of the BNSF Railroad. (Huddleston 58) (Liebman)

Item H was taken before item G. Mayor Terry opened the hearing at 6:36 PM. No public comment was received. The hearing was closed at 6:38 PM. (2015-61)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT:	Geiger

- H. Conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina for a zoning amendment request from an AG- Agricultural Zoning District to PD-Planned Development Zoning District with a base zoning of SF-R - Single Family Residential on a ±60.13 acre tract of land located in the Gabriel Chenowith Survey, Abstract No. 140, Collin County, Texas. The property is generally located east of the intersection of CR 58 and CR 59, and west of North Preston Lakes Estates (Huddleston 60) Liebman

Item H was taken before item G. Mayor Terry opened the hearing at 6:32 PM. Shea Kirkman, representing the applicant stated he was here to answer any questions and that the project was consistent with the Future Land Use Plan. No public comment was received. The hearing was closed at 6:36 PM. (2015-62)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT:	Geiger

- I. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extra Territorial Jurisdiction Development Agreement by and between the City of Celina, Texas and the property owners of Wells North. The property is a ±244.1 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located south of CR 88, east of Carter Ranch, north of CR 83, and approximately 1,350 feet west of the future alignment of Coit Road. (Wells North) (Liebman)

Mayor Terry opened the hearing at 6:39 PM. Misty Ventura, representing Hillwood, outlined current negotiated deal points since the latest copy was distributed. No public comment was received. The hearing was closed at 6:44 PM. Councilman Nabors moved to approve with the stipulations to include moving Marilee SUD CCN purchase (decertification) costs of \$38,750 from Phase III to Phase I, the CCN mapping cost of \$30,000 to be removed, \$585,000 to be paid out of PID bonds, \$376,315 developer roadway contribution from Phase III to be

paid with PID bonds, Exhibit E, paragraph 5, development regulations be deleted and a one million dollar roadway impact fee rebate be removed (content) contingent upon acceptance by the attorney.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

IX. ACTION ITEM:

- A. Consider and act upon an ordinance amending and restating provisions of the Ordinance authorizing the issuance of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of Paying Agent/Registrar Agreement and an Addendum to Purchase Agreement and the ratification of the execution of a Bond Purchase Agreement and the distribution of a preliminary Official Statement and an Official Statement pertaining to such certificates; and providing an effective date. (Toutounchian)

Bond Counsel Drew Slone explained the action taking place. (2015-58)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Lori Vaden, Place 5
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- B. Consider and act upon an ordinance approving the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Finance Plan for Sutton Fields II. (Liebman)

Mayor Terry recused himself at 6:47 PM for items B through F due to a conflict of interest. (2015-59)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Lori Vaden, Place 5
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- C. Consider and act upon an ordinance of the City Council of the City of Celina approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project); and approving and authorizing related agreements. (Liebman)

Jim Sabonis with First Southwest explained bond items C and E. (2015-55)

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Carmen Roberts, Place 4
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- D. Consider and act upon a resolution of the City of Celina, Texas, approving and authorizing the Mayor Pro Tem to execute "Sutton Fields II Public Improvement District Neighborhood Improvement area #1 Reimbursement Agreement" between the City of Celina, Texas, and CADG Sutton Fields, LLC.. (Liebman)

(2015-57R)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Carmen Roberts, Place 4
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- E. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-5 Major Improvement Project); and approving and authorizing related agreements. (Liebman)

Jim Sabonis with First Southwest noted that a Landowner Agreement has been added to this document. (2015-57)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Lori Vaden, Place 5
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- F. Consider and act upon a resolution of the City of Celina, Texas, approving and authorizing the Mayor Pro Tem to execute "Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-5 Major Improvement Reimbursement Agreement" between the City of Celina, Texas, and CADG Sutton Fields, LLC. (Liebman)

(2015-58R)

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- G. Consider and act upon an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 3.50 acre tract of land located in the Collin County School land #14 survey, abstract number 167, Collin County, Texas, being all of an approximately 3.50 acre tract of land conveyed to Al-Raza Enterprises Inc. in Instrument Number 20080312000296050 of the real property records of Collin County, Texas, and being more particularly described by metes and bounds in exhibit "A" and graphically depicted in exhibit "B" attached hereto and incorporated herein, such tract is generally located east of SH 289, north and west of County Road 89 and south of East Sunset Blvd. (Liebman)

(2015-63)

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Wayne Nabors, Place 2
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- H. Consider and act upon an Ordinance Of The City of Celina, Texas, adopting the annexation of certain territories contiguous to and adjoining the City of Celina, Texas, to wit: Being a .589 acre tract of land situated in the Thomas Strayton survey, abstract no. 0805, tract #3, Collin County, Texas, and being part of a 5.346 acre tract of land described in a deed to Billy J. and Cyndee V. Herrin as recorded in instrument number 19960514000392680 of the real property records of Collin County, Texas; and being a 1.07 acre tract of land situated in the Collin County School Land Survey #15, Abstract No. 0170, block 2, tract #1, Collin County, Texas, and being part of a 5.346 acre tract of land described in a deed to Billy J and Cyndee V. Herrin as recorded in instrument number 19960514000392680 of the real property records of Collin County, Texas, such tracts are generally located north of E. Malone Street, east of Business 289, west of the BNSF railroad, and south of County Road 95. (Liebman)

(2015-64)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Carmen Roberts, Place 4
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- I. Consider and act upon appointment of three directors to the Old Celina MMD No. 1 Board of Directors as follows: (1) one member to serve until May 31, 2016, and (2) two members to serve until May 31, 2018. (Old Celina MMD Board Appointment) (Liebman)

Carmen Roberts was appointed to a term expiring in 2016. Lori Vaden and Sean Terry were appointed to a term expiring in 2018.

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- J. Consider and act upon a seventh amendment to the Amended and Restated Development Agreement with Light Farms regarding sex offender residency restrictions. (Liebman)

It was noted that this agreement expires on January 13, 2016.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- K. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 4.203 acre tract of land located in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008 Collin County, Texas, such tract is generally CR 84. (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Carmen Roberts, Place 4
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- L. Consider and act to institute the the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a +-11.05 acre strip of CR83 right of way adjacent to Wells South, situated in the William Wilhite Survey, Abstract No. 1002, the Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas; such tract is generally a portion of CR 83. (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Carmen Roberts, Place 4
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT: Geiger

- M. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Monday December 7, 2015 at 6:00 PM & Monday December 7, 2015 at 6:05 PM) for public hearings on the proposed annexation of 45.311 Acres situated in the Thomas Stayton Survey, Abstract 0806, Tract 2. (Liebman)

(2015-60R)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carmen Roberts, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins
ABSENT:	Geiger

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:10 PM.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Nov 10, 2015 5:00 PM (Minutes Approval)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: December 7, 2015
Re: Amended FY 2014-2015 Budget

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2015-36, which adopted and approved the budget for fiscal year beginning October 1, 2014, and ending September 30, 2015, and make appropriations for each department, project and account, by adopting an amended fiscal year 2014-2015 Budget for the City of Celina, Texas, reallocating funds between accounts pursuant to exhibit "A", attached hereto and incorporated into this ordinance. Toutounchian

Background Information:

The amended budget reflects valid changes made to the original FY 2014-2015 Budget by reallocating line items.

Board Review/Citizen Input:

n/a

Alternatives:

n/a

Financial Considerations:

Legal Review:

Supporting Documents:

Amended budget

Staff Recommendation:

approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2015-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2014-36, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2014-2015 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 2014-2015, heretofore previously adopted by Ordinance 2014-36; 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
INCORPORATION OF PREMISES**

The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

**SECTION 2
AMENDMENT AND ADOPTION**

The City’s budget for the fiscal year ending September 30, 2015, heretofore previously adopted by Ordinance 2014-36 duly enacted by the City Council of the City of

Celina on the 11th day of September, 2014, 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 **REALLOCATIONS**

That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4 **FILING OF BUDGET AND ORDINANCE REQUIRED**

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.

SECTION 5 **CUMULATIVE**

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 **SEVERABILITY**

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

SECTION 7 **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 descriptive Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8
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 9
EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of October, 2015.

SEAN TERRY, MAYOR
CITY OF CELINA, TEXAS

VICKI FAULKNER
CITY SECRETARY

CITY ATTORNEY



Fiscal Year 2014 – 2015

Modified Budget

GF Revenues & Expenditures Summary



General Fund Schedule of Revenues

Revenue Category	FY2015 Approved Budget	FY 2015 Actual As Of 06/30/15	FY 2015 Modified Budget	+ / - Comparison to Original FY 2015 Approved Budget
Fines & Fees	\$ 1,642,150	\$ 2,275,688	\$ 3,197,506	1,555,356
Court Fines	125,000	82,412	\$ 116,000	(9,000)
Court Security	3,500	2,800	\$ 4,000	500
Court Technology	4,700	3,733	\$ 5,500	800
Court Time Pay	1,200	1,194	\$ 1,500	300
Court DD	17,000	50,150	\$ 78,000	61,000
Park Fees	-	-	\$ 120,000	120,000
Truancy Prevention	750	1,643	\$ 2,500	1,750
Credit Card Fees	-	3,515	\$ 5,000	5,000
Jury Fees	-	3	\$ 6	6
Permits	1,235,000	1,279,777	\$ 1,750,000	515,000
EMS Fees	175,000	125,328	\$ 172,000	(3,000)
Development Fees	80,000	702,122	\$ 920,000	840,000
Roadway Fees	-	23,010	\$ 23,000	23,000
Taxes	\$ 3,216,711	\$ 3,070,644	\$ 3,424,200	207,489
Sales Tax	494,891	431,466	\$ 600,000	105,109
Property Tax - Current	2,405,445	2,375,855	\$ 2,410,000	4,555
Property Tax - Delinquent	25,000	97,623	\$ 100,000	75,000
Electric Franchise Taxes	201,600	100,224	\$ 224,000	22,400
Gas Franchise Taxes	47,250	36,039	\$ 36,000	(11,250)
Phone Franchise Taxes	15,750	9,672	\$ 15,750	0
Cable Franchise Taxes	19,950	14,281	\$ 30,000	10,050
Utilities PEG Fees	6,825	4,905	\$ 7,500	675
Hotel Occupancy Tax	-	579	\$ 950	950
Grants	\$ -	\$ 14,114	\$ 1,165	1,165
FD Training Grant	-	450	\$ -	0
Fire Coserv Grant	-	12,500	\$ -	0
Safer Grant	-	-	\$ -	0
Forest Service Grant	-	-	\$ -	0
Police Grants	-	1,164	\$ 1,165	1,165
Events & Donations	\$ 117,266	\$ 177,190	\$ 216,766	99,500
Main Street Special Event	5,500	30,624	\$ 30,000	24,500
Main Street Golf Tournament	30,000	41,760	\$ 55,000	25,000
Fire Department Donations	-	400	\$ -	0
County Library Funds	16,266	12,373	\$ 16,266	0
City Sponsored Events	32,000	61,751	\$ 59,500	27,500
City/Chamber Balloon Festival	33,500	30,282	\$ 56,000	22,500
Penalties & Interest	\$ 35,000	\$ 28,931	\$ 40,000	5,000
Interest Income	35,000	28,931	\$ 40,000	5,000
Other Revenues	\$ 196,662	\$ 259,104	\$ 315,630	118,968
Police Reports	750	408	\$ 570	(180)
Police Seizures	-	755	\$ 1,860	1,860
County Rebate of CS	5,200	3,521	\$ 7,750	2,550
Collin County Fire Fees	48,512	55,982	\$ 55,000	6,488
Denton County Fire Fees	10,950	10,000	\$ 10,000	(950)
Sale of Fixed Assets	-	6,060	\$ 12,500	12,500
Property Rental	-	9,760	\$ 12,000	12,000
Park Usage Fees	65,000	98,278	\$ 129,000	64,000
Park Concession revenues	35,000	28,007	\$ 35,000	0
Health Inspection Fees	12,000	8,725	\$ 10,000	(2,000)
Fire Inspection Fees	1,750	2,350	\$ 3,000	1,250
Alarm Permits	2,500	4,125	\$ 7,350	4,850
Keep Celina Beautiful Program	-	5,000	\$ 5,000	5,000
Miscellaneous Income	15,000	24,778	\$ 25,000	10,000
Library Services Contract	-	1,354	\$ 1,600	1,600
Transfers In	\$ 1,252,000	\$ 281,250	\$ 345,000	(907,000)
Total Revenues	\$ 6,459,789	\$ 6,106,921	\$ 7,540,267	1,080,479

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

General Fund Schedule of Expenditures

Departments	FY2015 Approved Budget	FY 2015 Actual As Of 06/30/15	FY 2015 Modified Budget	+ / - Comparison to Original FY 2015 Approved Budget
<i>Library</i>	146,336	106,764	\$ 141,434	(4,902)
<i>City Secretary's Office</i>	133,954	85,617	\$ 120,013	(13,941)
<i>Development Services</i>	747,586	365,056	\$ 545,980	(201,606)
<i>Administration</i>	1,213,024	724,659	\$ 1,041,941	(171,083)
<i>Court</i>	79,451	58,674	\$ 86,443	6,992
<i>Fire</i>	1,438,253	993,966	\$ 1,362,090	(76,163)
<i>Public Works</i>	858,056	494,492	\$ 838,614	(19,442)
<i>Police</i>	1,187,836	816,333	\$ 1,118,195	(69,641)
<i>Parks</i>	591,055	404,560	\$ 680,142	89,087
<i>Marketing</i>	-	-		
<i>Main Street</i>	63,960	80,656	\$ 100,975	37,015
Total Expenditures	\$ 6,459,511	\$ 4,130,777	\$ 6,035,827	\$ (423,684)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)



Fiscal Year 2014 – 2015

Modified Budget

GF Departmental Detail Budgets



Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
LIBRARY**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102 508-01-5100	SALARIES	84,023	84,416	393
102 508-01-5105	OVERTIME	0	0	0
102 508-01-5110	P/R TAX EXPENSE	6,428	6,450	22
102 508-01-5111	SUTA	810	100	(710)
102 508-01-5115	GROUP HEALTH INSURANCE	6,000	6,000	0
102 508-01-5116	RETIREMENT - TMRS	3,218	2,950	(268)
102 508-01-5117	WORKMAN'S COMPENSATION	370	192	(177)
102 508-01-5120	LONGEVITY PAY	679	432	(247)
102 508-01-5122	SCHOOL, REGISTRATION & TUITION	915	15	(900)
102 508-01-5123	TRAVEL, MEALS & LODGING	1,172	0	(1,172)
TOTAL PAYROLL EXPENSE		103,614	100,555	(3,059)
LEGAL & PROFESSIONAL EXPENSE				
102 508-02-5140	CONTRACT SERVICES	0	0	0
102 508-02-5150	LEGAL	0	0	0
TOTAL LEGAL & PROFESSIONAL EXPENSE		0	0	0
MATERIALS & SUPPLIES				
102 508-03-5208	COMPUTER SW/HW	2,825	656	(2,169)
102 508-03-5209	OFFICE SUPPLIES	750	740	(10)
102 508-03-5210	MATERIAL / SUPPLIES	1,750	1,800	50
TOTAL MATERIALS & SUPPLIES		5,325	3,196	(2,129)
MAINTENANCE EXPENSE				
102 508-04-5205	MAINTENANCE AGREEMENTS	6,000	7,000	1,000
102 508-04-5225	FACILITY MAINTENANCE	500	0	(500)
102 508-04-5230	EQUIPMENT REPAIRS	0	0	0
102 508-04-5231	EQUIPMENT O & M	0	0	0
TOTAL MAINTENANCE EXPENSE		6,500	7,000	500
UTILITY EXPENSE				
102 508-05-5400	LAND PHONE LINES	2,250	1,800	(450)
102 508-05-5403	INTERNET / DSL	2,775	2,400	(375)
102 508-05-5419	NATURAL GAS	850	850	0
102 508-05-5420	ELECTRICITY	4,000	3,500	(500)
TOTAL UTILITY EXPENSE		9,875	8,550	(1,325)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
LIBRARY

(----- 2014 - 2015 -----)

EXPENDITURES

OTHER EXPENSES

102 508-09-5180 LICENSES/PERMITS/FILING
102 508-09-5200 MAPS & PRINTING
102 508-09-5220 POSTAGE/COURIER
102 508-09-5240 GENERAL INSURANCE
102 508-09-5250 MEMBERSHIP & DUES
102 508-09-5290 LEGAL PUBLICATIONS
102 508-09-5410 OFFICE CLEANING
102 508-09-5415 EQUIPMENT RENTAL
102 508-09-5700 EQUIPMENT
102 508-09-5710 LIBRARY BOOKS

TOTAL OTHER EXPENSES

TOTAL EXPENDITURES

CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
0	0	0
0	0	0
400	0	(400)
431	431	0
391	792	401
0	110	110
3,400	3,400	0
1,400	1,400	0
0	0	0
15,000	16,000	1,000
21,022	22,133	1,111
146,336	141,434	(4,902)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
CITY SECRETARY**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102-509-01-5100	SALARIES	74,863	75,200	337
102-509-01-5105	OVERTIME	0	0	0
102-509-01-5110	P/R TAX EXPENSE	5,727	5,788	61
102-509-01-5111	SUTA	270	207	(63)
102-509-01-5115	GROUP HEALTH INSURANCE	6,000	6,000	0
102-509-01-5116	RETIREMENT-TMRS	3,923	3,600	(323)
102-509-01-5117	WORKMAN'S COMPENSATION	329	196	(133)
102-509-01-5120	LONGEVITY PAY	932	932	0
102-509-01-5121	SCHOOL, REGISTRATION & TUITION	635	600	(35)
102-509-01-5122	TRAVEL, MEALS & LODGING	800	420	(380)
102-509-01-5123	UNIFORMS	0	0	0
TOTAL PAYROLL EXPENSE		93,479	92,943	(536)
LEGAL & PROFESSIONAL EXPENSE				
102-509-02-5140	CONTRACT LABOR	0	0	0
102-509-02-5150	LEGAL	0	0	0
102-509-02-5154	CODEBOOK	6,500	4,500	(2,000)
TOTAL LEGAL & PROFESSIONAL EXPENSE		6,500	4,500	(2,000)
MATERIALS & SUPPLIES				
102-509-03-5208	COMPUTER SOFTWARE / HARDWARE	450	150	(300)
102-509-03-5209	OFFICE SUPPLIES	750	600	(150)
102-509-03-5210	MATERIALS/SUPPLIES	400	500	100
TOTAL MATERIALS & SUPPLIES		1,600	1,250	(350)
MAINTENANCE EXPENSE				
102-509-04-5205	MAINTENANCE AGREEMENTS	2,625	4,500	1,875
102-509-04-5225	FACILITY MAINTENANCE	0	0	0
102-509-04-5230	EQUIPMENT REPAIRS	0	0	0
102-509-04-5231	EQUIPMENT O&M	0	0	0
TOTAL MAINTENANCE EXPENSE		2,625	4,500	1,875
UTILITY EXPENSE				
102-509-05-5400	LAND PHONE LINES	750	850	100
102-509-05-5403	INTERNET DSL	1,400	1,350	(50)
102-509-05-5419	NATURAL GAS	500	200	(300)
102-509-05-5420	ELECTRICITY	3,300	3,300	0
TOTAL UTILITY EXPENSE		5,950	5,700	(250)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
CITY SECRETARY**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
OTHER EXPENSES				
102-509-09-5145	ELECTION EXPENSE	8,500	4,500	(4,000)
102-509-09-5146	RECORDS MANAGEMENT	800	200	(600)
102-509-09-5180	LICENSES/PERMITS/FILING	500	2,000	1,500
102-509-09-5200	MAPS & PRINTING	0	0	0
102-509-09-5220	POSTAGE/COURIER	300	100	(200)
102-509-09-5240	GENERAL INSURANCE	350	350	0
102-509-09-5250	MEMBERSHIPS & DUES	150	320	170
102-509-09-5290	LEGAL PUBLICATIONS	2,400	2,650	250
102-509-09-5410	OFFICE CLEANING	1,200	1,000	(200)
102-509-09-5415	EQUIPMENT RENTAL	0	0	0
102-509-09-5700	EQUIPMENT	0	0	0
102-509-09-5750	CAPITAL OUTLAY	9,600	0	(9,600)
TOTAL OTHER EXPENSES		23,800	11,120	(12,680)
TOTAL EXPENDITURES		133,954	120,013	(13,941)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

102-GENERAL FUND**PLANNING & DEVELOPMENT SERVICES**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102-510-01-5100	SALARIES	444,872	330,000	(114,872)
102-510-01-5105	OVERTIME	1,000	1,000	0
102-510-01-5100	SPANISH ALLOWANCE	600	600	0
102-510-01-5110	P/R TAX EXPENSE	34,155	25,200	(8,955)
102-510-01-5111	SUTA	2,295	500	(1,795)
102-510-01-5115	GROUP HEALTH INSURANCE	51,000	30,500	(20,500)
102-510-01-5116	RETIREMENT-TMRS	23,395	16,000	(7,395)
102-510-01-5117	WORKMAN'S COMPENSATION	2,351	1,380	(971)
102-510-01-5120	LONGEVITY PAY	788	750	(38)
102-510-01-5121	SCHOOL, REGISTRATION & TUITION	6,000	4,500	(1,500)
102-510-01-5122	TRAVEL, MEALS & LODGING	2,500	1,050	(1,450)
102-510-01-5123	UNIFORMS	2,400	700	(1,700)
TOTAL PAYROLL EXPENSE		571,356	412,180	(159,176)
LEGAL & PROFESSIONAL EXPENSE				
102-510-02-5140	CONTRACT LABOR	15,000	9,500	(5,500)
102-510-02-5141	CONTRACT BUILDING INSPECTION	0	0	0
102-510-02-5144	HEALTH INSPECTIONS	10,000	5,000	(5,000)
102-510-02-5149	ENGINEERING/Gen. Svcs.	20,000	16,000	(4,000)
102-510-02-5151	CELINA PARKWAY ENGINEERING	0	16,000	16,000
102-510-02-5152	PLANNING	0	0	0
102-510-02-5157	ZONING ORDINANCE	0	0	0
102-510-02-5158	SUBDIVISION ORDINANCE	0	0	0
102-510-02-5159	DRAINAGE ORDINANCE	0	0	0
102-510-02-5160	BUILDING STANDARD	25,000	20,000	(5,000)
102-510-02-5161	ANNEX. PLAN & PREANNEX. AGREEMENTS	0	0	0
TOTAL LEGAL & PROFESSIONAL EXPENSE		70,000	66,500	(3,500)
MATERIALS & SUPPLIES				
102-510-03-5208	COMPUTER SOFTWARE / HARDWARE	22,670	9,000	(13,670)
102-510-03-5209	OFFICE SUPPLIES	4,200	2,500	(1,700)
102-510-03-5210	MATERIALS/SUPPLIES	6,000	4,000	(2,000)
TOTAL MATERIALS & SUPPLIES		32,870	15,500	(17,370)
MAINTENANCE EXPENSE				
102 510-04-5205	MAINTENANCE AGREEMENTS	10,000	8,000	(2,000)
102 510-04-5225	FACILITY MAINTENANCE	0	0	0
102 510-04-5230	EQUIPMENT REPAIRS	0	0	0
102 510-04-5231	EQUIPMENT O&M	0	0	0
102 510-04-5279	FUEL	17,000	3,000	(14,000)
102 510-04-5280	VEHICLE O&M	3,000	1,500	(1,500)
102 510-04-5281	VEHICLE REPAIR	4,000	2,000	(2,000)
TOTAL MAINTENANCE EXPENSE		34,000	14,500	(19,500)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND

PLANNING & DEVELOPMENT SERVICES

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
102-510-05-5400	LAND PHONE LINES	4,000	4,000	0
102-510-05-5401	CELL PHONES	6,500	2,000	(4,500)
102-510-05-5403	INTERNET DSL	10,000	10,000	0
102-510-05-5419	NATURAL GAS	500	200	(300)
102-510-05-5420	ELECTRICITY	5,000	5,000	0
TOTAL UTILITY EXPENSE		26,000	21,200	(4,800)
OTHER EXPENSES				
102 510-09-5162	CREDIT CARD FEES	600	2,200	1,600
102 510-09-5180	LICENSES, PERMITS & FILING	500	2,000	1,500
102 510-09-5200	MAPS & PRINTING	1,000	500	(500)
102 510-09-5220	POSTAGE AND COURIER	1,000	850	(150)
102 510-09-5240	GENERAL LIABILITY INSURANCE	800	800	0
102 510-09-5250	MEMBERSHIPS, DUES & SUBSCRIPT.	4,000	2,500	(1,500)
102 510-09-5285	HIRLING EXPENSES FOR NEW EMP.	160	250	90
102 510-09-5290	LEGAL PUBLICATIONS	2,800	4,500	1,700
102 510-09-5410	OFFICE CLEANING	2,500	2,000	(500)
102 510-09-5415	EQUIPMENT RENTAL	0	500	500
102 510-09-5700	EQUIPMENT	0	0	0
102 510-09-5750	CAPITAL OUTLAY	0	0	0
TOTAL OTHER EXPENSES		13,360	16,100	2,740
TOTAL EXPENDITURES		747,586	545,980	(201,606)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
ADMINISTRATION**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102 511-01-5100	SALARIES	510,561	525,000	14,439
102 511-01-5105	OVERTIME	0	0	0
102 511-01-5110	P/R TAX EXPENSE	39,058	36,000	(3,058)
102 511-01-5111	SUTA	1,890	100	(1,790)
102 511-01-5115	GROUP HEALTH INSURANCE	40,500	35,500	(5,000)
102 511-01-5116	RETIREMENT-TMRS	26,753	25,000	(1,753)
102 511-01-5117	WORKMAN'S COMPENSATION	2,246	400	(1,846)
102 511-01-5119	MOVING EXPENSES	0	0	0
102 511-01-5120	LONGEVITY PAY	916	916	0
102 511-01-5122	SCHOOL, REGISTRATION & TUITION	5,000	4,500	(500)
102 511-01-5123	TRAVEL, MEALS & LODGING	3,500	8,000	4,500
TOTAL PAYROLL EXPENSE		630,424	635,416	4,992
LEGAL & PROFESSIONAL EXPENSE				
102-511-02-5140	CONTRACT LABOR	6,504	3,000	(3,504)
102-511-02-5144	HEALTH INSPECTIONS	0	0	0
102-511-02-5150	LEGAL	125,000	125,000	0
102-511-02-5151	AUDIT	21,300	17,500	(3,800)
102-511-02-5152	PLANNING	0	0	0
102-511-02-5154	CODEBOOK	0	0	0
102-511-02-5157	ZONING ORDINANCE	0	0	0
102-511-02-5158	SUBDIVISION ORDINANCE	0	0	0
102-511-02-5159	DRAINAGE ORDINANCE	0	0	0
102-511-02-5215	TAX COLLECTION-COLLIN COUNTY	3,200	2,600	(600)
TOTAL LEGAL & PROFESSIONAL EXPENSE		156,004	148,100	(7,904)
MATERIALS & SUPPLIES				
102 511-03-5207	OFFICE FURNITURE EXPENSE	5,000	7,500	2,500
102-511-03-5208	COMPUTER SOFTWARE / HARDWARE	2,500	2,100	(400)
102-511-03-5209	OFFICE SUPPLIES	1,800	2,000	200
102-511-03-5210	MATERIALS/SUPPLIES	3,500	3,500	0
TOTAL MATERIALS & SUPPLIES		12,800	15,100	2,300
MAINTENANCE EXPENSE				
102-511-04-5205	MAINTENANCE AGREEMENTS	14,002	14,000	(2)
102-511-04-5225	FACILITY MAINTENANCE	100,000	7,000	(93,000)
102-511-04-5230	EQUIPMENT REPAIRS	250	100	(150)
102-511-04-5231	EQUIPMENT O&M	0	0	0
102-511-04-5279	FLEET FUEL (GASOLINE & DIESEL)	5,100	0	(5,100)
102-511-04-5280	VEHICLE O&M	1,200	0	(1,200)
102-511-04-5281	VEHICLE REPAIRS	1,500	0	(1,500)
TOTAL MAINTENANCE EXPENSE		122,052	21,100	(100,952)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
ADMINISTRATION**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
102-511-05-5400	LAND PHONE LINES	3,000	3,000	0
102-511-05-5401	CELL PHONES	2,032	3,000	968
102-511-05-5402	PAGERS	0	0	0
102-511-05-5403	INTERNET DSL	8,800	8,000	(800)
102-511-05-5419	NATURAL GAS	1,200	1,000	(200)
102-511-05-5420	ELECTRICITY	4,500	6,000	1,500
102-511-05-5421	OTHER UTILITIES	0	0	
TOTAL UTILITY EXPENSE		19,532	21,000	1,468
OTHER OPERATING EXPENSES				
102-511-09-5119	CHRISTMAS DINNER	1,500	1,000	(500)
102-511-09-5145	ELECTION EXPENSE	0	0	0
102-511-09-5180	LICENSES/PERMITS/FILING	50	50	0
102-511-09-5220	POSTAGE/COURIER	1,750	1,650	(100)
102-511-09-5240	GENERAL INSURANCE	1,000	1,125	125
102-511-09-5250	MEMBERSHIPS & DUES	4,500	8,000	3,500
102-511-09-5260	COUNCIL EXPENSES	21,000	14,000	(7,000)
102-511-09-5261	ECONOMIC DEVELOPMENT EXP	0	0	0
102-511-09-5271	MEALS AND ENTERTAINMENT	2,500	2,500	0
102-511-09-5272	GUNTER WATER FISIBILITY	0	0	0
102-511-09-5273	PENALTY AND INTEREST	0	0	0
102-511-09-5290	LEGAL PUBLICATIONS	500	800	300
102 511-09-5340	RENT (CITY HALL)	0	0	0
102 511-09-5341	RENT (LIBRARY)	0	0	0
102 511-09-5342	RENT (SENIOR CITIZEN CENTER)	0	0	0
102-511-09-5405	INTERNET ISP & HOSTING	2,200	2,400	200
102 511-09-5410	CLEANING (CITY HALL)	1,600	1,320	(280)
102 511-09-5411	CLEANING (COUNCIL CHAMBER)	2,000	1,800	(200)
102 511-09-5412	CLEANING (SENIOR CITIZEN CTR)	1,400	1,200	(200)
102-511-09-5415	EQUIPMENT RENTAL	13,200	10,000	(3,200)
102-511-09-5610	CENTRAL APPRAISAL DISTRICT	22,780	22,780	0
102-511-09-5621	CITY & CHAMBER BALLOON FEST	15,000	41,500	26,500
102-511-09-5622	KEEP CELINA BEAUTIFUL PROGRAM	0	3,600	3,600
102-511-09-5630	LIBRARY CONTRIBUTION	0	0	0
102-511-09-5631	EDC TRANSFER	0	0	0
102-511-09-5700	EQUIPMENT	0	0	0
102-511-09-5705	SPECIAL PROJECTS	120,000	82,000	(38,000)
102-511-09-5706	SALES TAX REBATE	21,732	5,500	(16,232)
102-511-09-5750	CAPITAL OUTLAY	39,500	0	(39,500)
102-511-09-5751	HOME PROGRAM FY 2007	0	0	0
102-511-09-5752	COMMUNITY BLOCK GRANT	0	0	0
102-511-09-5801	DEBT SERVICE	0	0	0
102-511-09-5900	DEPRECIATION	0	0	0
TOTAL OTHER EXPENSES		272,212	201,225	(70,987)
TOTAL EXPENDITURES		1,213,024	1,041,941	(171,083)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
COURT**

(----- 2014 - 2015 -----)

		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
EXPENDITURES				
PAYROLL EXPENSE				
102 512-01-5100	SALARIES	32,760	33,000	240
102 512-01-5105	OVERTIME	3,000	2,000	(1,000)
102 512-01-5109	COURT SECURITY SALARY	0	0	0
102 512-01-5110	P/R TAX EXPENSE	2,736	2,650	(86)
102 512-01-5111	SUTA	270	207	(63)
102 512-01-5115	GROUP HEALTH INSURANCE	6,000	6,000	0
102 512-01-5116	RETIREMENT-TMRS	1,874	1,650	(224)
102 512-01-5117	WORKMAN'S COMPENSATION	157	82	(75)
102 512-01-5120	LONGEVITY PAY	52	52	0
102 512-01-5122	SCHOOL, REGISTRATION & TUITION	750	400	(350)
102 512-01-5123	TRAVEL, MEALS & LODGING	729	200	(529)
102 512-01-5124	UNIFORMS	0	0	0
TOTAL PAYROLL EXPENSE		48,328	46,241	(2,087)
LEGAL & PROFESSIONAL EXPENSE				
102-512-02-5140	CONTRACT LABOR	0	0	0
102-512-02-5150	LEGAL	9,000	14,000	5,000
102-512-02-5162	MUNICIPAL JUDGE FEES	8,000	7,352	(648)
TOTAL LEGAL & PROFESSIONAL EXPENSE		17,000	21,352	4,352
MATERIALS & SUPP LIES				
102-512-03-5208	COMPUTER SOFTWARE / HARDWARE	500	0	(500)
102-512-03-5209	OFFICE SUPPLIES	814	600	(214)
102-512-03-5210	MATERIALS/SUPPLIES	500	500	0
TOTAL MATERIALS & SUPPLIES		1,814	1,100	(714)
MAINTENANCE EXPENSE				
102-512-04-5205	MAINTENANCE AGREEMENTS	4,849	8,000	3,151
102-512-04-5225	FACILITY MAINTENANCE	0	0	0
102-512-04-5230	EQUIPMENT REPAIRS	0	0	0
102-512-04-5231	EQUIPMENT O&M	0	0	0
TOTAL MAINTENANCE EXPENSE		4,849	8,000	3,151
UTILITY EXPENSE				
102-512-05-5400	LAND PHONE LINES	1,200	900	(300)
102-512-05-5403	INTERNET DSL	1,700	1,400	(300)
102-512-05-5419	NATURAL GAS	175	175	0
102-512-05-5420	ELECTRICITY	2,000	3,500	1,500
102-512-05-5421	OTHER UTILITIES	0	0	0
TOTAL UTILITY EXPENSE		5,075	5,975	900

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

**102-GENERAL FUND
COURT**

(----- 2014 - 2015 -----)

EXPENDITURES

OTHER EXPENSES

102-512-09-5161	JURY FEES
102 512-09-5162	CREDIT CARD FEES
102-512-09-5220	POSTAGE
102-512-09-5240	GENERAL INSURANCE
102-512-09-5250	MEMBERSHIPS & DUES
102-512-09-5290	LEGAL PUBLICATIONS
102-512-09-5410	OFFICE CLEANING
102-512-09-5415	EQUIPMENT RENTAL
102-512-09-5600	FINES DUE TO STATE COMPT
102-512-09-5700	EQUIPMENT
102-512-09-5750	CAPITAL OUTLAY
102-512-09-5900	DEPRECIATION

CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
0	0	0
0	1,500	1,500
750	750	0
235	235	0
150	40	(110)
0	0	0
1,250	950	(300)
0	300	300
0	0	0
0	0	0
0	0	0
0	0	0
2,385	3,775	1,390
79,451	86,443	6,992

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
FIRE/EMS**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102-513-01-5100	SALARIES	770,576	772,250	1,674
102-513-01-5105	OVERTIME	88,000	88,150	150
102-513-01-5110	P/R TAX EXPENSE	65,681	65,350	(331)
102-513-01-5111	SUTA	3,510	550	(2,960)
102-513-01-5115	GROUP HEALTH INSURANCE	78,000	72,500	(5,500)
102-513-01-5116	RETIREMENT-TMRS	44,989	41,000	(3,989)
102-513-01-5117	WORKMAN'S COMPENSATION	27,732	15,500	(12,232)
102-513-01-5120	LONGEVITY PAY	3,240	3,240	0
102-513-01-5122	SCHOOL, REGISTRATION & TUITION	5,375	2,700	(2,675)
102-513-01-5123	TRAVEL, MEALS & LODGING	4,675	4,200	(475)
102-513-01-5124	UNIFORMS	21,380	22,500	1,120
TOTAL PAYROLL EXPENSE		1,113,158	1,087,940	(25,218)
LEGAL & PROFESSIONAL EXPENSE				
102-513-02-5140	CONTRACT LABOR	14,900	16,000	1,100
102-513-02-5212	MEDICAL CONTROL	15,000	15,000	0
TOTAL LEGAL & PROFESSIONAL EXPENSE		29,900	31,000	1,100
MATERIALS & SUPPLIES				
102-513-03-5208	COMPUTER SOFTWARE / HARDWARE	900	900	0
102-513-03-5209	OFFICE SUPPLIES	2,000	1,600	(400)
102-513-03-5210	MATERIALS/SUPPLIES	10,865	6,500	(4,365)
102-513-03-5211	MEDICAL SUPPLIES	43,500	35,000	(8,500)
TOTAL MATERIALS & SUPPLIES		57,265	44,000	(13,265)
MAINTENANCE EXPENSE				
102-513-04-5204	DATA & INFORMATION TECHNOLOGY	0	250	250
102-513-04-5205	MAINTENANCE AGREEMENTS	47,159	25,000	(22,159)
102-513-04-5225	FACILITY MAINTENANCE	2,200	2,200	0
102-513-04-5230	EQUIPMENT REPAIRS	4,380	2,000	(2,380)
102-513-04-5231	EQUIPMENT O&M	0	1,000	1,000
102-513-04-5279	FLEET FUEL (GASOLINE & DIESEL)	34,000	17,500	(16,500)
102-513-04-5280	VEHICLE O&M	24,310	7,500	(16,810)
102-513-04-5281	VEHICLE REPAIRS	12,000	20,000	8,000
TOTAL MAINTENANCE EXPENSE		124,049	75,200	(48,849)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
FIRE/EMS

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
102-513-05-5400	LAND PHONE LINES	4,224	5,100	876
102-513-05-5401	CELL PHONES	8,820	8,000	(820)
102-513-05-5402	PAGERS	1,600	1,600	0
102-513-05-5403	INTERNET DSL	7,675	4,000	(3,675)
102-513-05-5419	NATURAL GAS	3,398	2,500	(898)
102-513-05-5420	ELECTRICITY	9,098	13,000	3,902
TOTAL UTILITY EXPENSE		34,815	34,200	(615)
OTHER OPERATING EXPENSES				
102-513-09-5125	FIREMAN FEES	0	0	0
102-513-09-5130	RETIRED FIREMEN FEES	1,200	1,300	100
102-513-09-5135	EMERGENCY MEDICAL SERVICES	0	0	0
102-513-09-5160	BUILDING AND STANDARDS	0	0	0
102-513-09-5180	LICENSES/PERMITS/FILING	0	0	0
102-513-09-5220	POSTAGE	300	150	(150)
102-513-09-5240	GENERAL INSURANCE	19,000	19,000	0
102-513-09-5250	MEMBERSHIPS & DUES	6,670	6,500	(170)
102-513-09-5271	FIRE FIGHTER TRAINING EXP.	0	0	0
102 513-09-5285	OTHER EMPLOYEE EXPENSES	0	200	200
102-513-09-5290	ADVERTISING	900	500	(400)
102 513-09-5340	RENT EXPENSE	14,202	11,500	(2,702)
102-513-09-5415	EQUIPMENT RENTAL	5,600	5,600	0
102-513-09-5700	EQUIPMENT	6,194	25,000	18,806
102-513-09-5750	CAPITAL OUTLAY	25,000	20,000	(5,000)
102-513-09-5801	DEBT SERVICE	0	0	0
TOTAL OTHER OPERATING EXPENSES		79,066	89,750	10,684
TOTAL FIRE & EMS EXPENDITURES		1,438,253	1,362,090	(76,163)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
PUBLIC WORKS**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102-514-01-5100	SALARIES	265,562	260,000	(5,562)
102-514-01-5105	OVERTIME	2,000	5,000	3,000
102-514-01-5110	P/R TAX EXPENSE	20,468	22,000	1,532
102-514-01-5111	SUTA	1,350	150	(1,200)
102-514-01-5115	GROUP HEALTH INSURANCE	30,000	29,500	(500)
102-514-01-5116	RETIREMENT-TMRS	14,020	13,000	(1,020)
102-514-01-5117	WORKMAN'S COMPENSATION	13,298	7,000	(6,298)
102 514-01-5120	LONGEVITY PAY	1,628	900	(728)
102 514-01-5122	SCHOOL, REGISTRATION & TUITION	5,800	1,500	(4,300)
102 514-01-5123	TRAVEL, MEALS & LODGING	1,000	2,000	1,000
102 514-01-5124	UNIFORMS	2,210	4,000	1,790
TOTAL PAYROLL EXPENSE		357,336	345,050	(12,286)
LEGAL & PROFESSIONAL EXPENSE				
102 514-02-5140	CONTRACT LABOR	10,000	1,000	(9,000)
102 514-02-5141	CONTRACT INSPECTIONS	0	22,000	22,000
102 514-02-5145	ROAD MAINTENANCE	50,000	95,000	45,000
102 514-02-5146	THOROUGHFARE IMPACT FEE STUDY	80,000	50,000	(30,000)
102 514-02-5147	STORMWATER UTILITY FEE STUDY	0	0	0
102 514-02-5149	ENGINEERING	23,000	11,000	(12,000)
102 514-02-5160	DRAINAGE MAINTENANCE	5,500	0	(5,500)
102 514-02-5390	ANIMAL CONTROL-SERVICES	22,000	20,600	(1,400)
102 514-02-5395	ANIMAL CONTROL - M&O/SHELTER	15,000	15,000	0
TOTAL LEGAL & PROFESSIONAL EXPENSE		205,500	214,600	9,100
MATERIALS & SUPPLIES				
102 514-03-5208	COMPUTER SOFTWARE / HARDWARE	2,800	3,200	400
102 514-03-5209	OFFICE SUPPLIES	4,450	1,500	(2,950)
102 514-03-5210	MATERIALS/SUPPLIES	10,000	18,000	8,000
102 514-03-5211	ASPHALT & AGGREGATE	70,000	56,000	(14,000)
102 514-03-5212	STREET SIGNS & TRAFFIC SIGNS	12,500	15,500	3,000
102 514-03-5213	SAFETY EQUIP. & TRAINING	800	800	0
102 514-03-5214	TRUCK EQUIP. & SMALL TOOLS	6,000	6,500	500
TOTAL MATERIALS & SUPPLIES		106,550	101,500	(5,050)
MAINTENANCE EXPENSE				
102-514-04-5205	MAINTENANCE AGREEMENTS	19,500	10,000	(9,500)
102-521-04-5225	FACILITY MAINTENANCE	1,000	1,500	500
102-514-04-5230	EQUIPMENT REPAIRS	3,701	6,500	2,799
102-514-04-5231	EQUIPMENT O&M	1,500	500	(1,000)
102-514-04-5279	FLEET FUEL (GASOLINE & DIESEL)	12,000	6,000	(6,000)
102-514-04-5280	VEHICLE O&M	1,500	1,500	0
102-514-04-5281	VEHICLE REPAIRS	3,000	6,000	3,000
102-514-04-5283	TRAFFIC SIGNALIZATION	7,579	0	(7,579)
TOTAL MAINTENANCE EXPENSE		49,780	32,000	(17,780)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
PUBLIC WORKS

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
102 514-05-5400	LAND PHONE LINES	800	800	0
102 514-05-5401	CELL PHONE	3500	3,000	(500)
102 514-05-5403	INTERNET DSL	800	0	(800)
102 514-05-5419	NATURAL GAS	1,300	1,300	0
102 514-05-5421	STREET LIGHTS	106,000	106,000	0
TOTAL UTILITY EXPENSE		112,400	111,100	(1,300)
OTHER EXPENSES				
102-514-09-5180	LICENSES/PERMITS/FILING	0	85	85
102-514-09-5220	POSTAGE	100	100	0
102-514-09-5240	GENERAL INSURANCE	1,994	1,994	0
102-514-09-5250	MEMBERSHIPS & DUES	750	500	(250)
102-514-09-5285	NEW EMPLOYEE HIRING EXPENSE	285	285	0
102-514-09-5290	ADVERTISING	200	200	0
102-514-09-5415	EQUIPMENT RENTAL	5,961	3,000	(2,961)
102-514-09-5700	EQUIPMENT	17,200	17,200	0
102-514-09-5749	TXI ROAD/CR 53	0	0	0
102-514-09-5750	CAPITAL OUTLAY	0	11,000	11,000
102-514-09-5900	DEPRECIATION	0	0	0
TOTAL OTHER EXPENSES		26,490	34,364	7,874
TOTAL EXPENDITURES		858,056	838,614	(19,442)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
POLICE**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102 515-01-5100	SALARIES	661,125	650,000	(11,125)
102 515-01-5105	OVERTIME	16,250	16,500	250
102 515-01-5110	P/R TAX EXPENSE	51,911	51,911	0
102 515-01-5111	SUTA	3,240	1,000	(2,240)
102 515-01-5115	GROUP HEALTH INSURANCE	72,000	62,000	(10,000)
102 515-01-5116	RETIREMENT-TMRS	35,557	32,000	(3,557)
102 515-01-5117	WORKMAN'S COMPENSATION	25,786	14,000	(11,786)
102 515-01-5118	CORPORAL INCENTIVE PAY	1,200	2,400	1,200
102 515-01-5119	MOVING EXPENSE REIMBURSEMENT	0	0	0
102 515-01-5120	LONGEVITY PAY	1,584	1,584	0
102 515-01-5121	TUITION REIMBURSEMENT	0	0	0
102 515-01-5122	SCHOOL, REGISTRATION & TUITION	12,000	7,500	(4,500)
102 515-01-5123	TRAVEL, MEALS & LODGING	4,200	3,000	(1,200)
102 515-01-5124	UNIFORMS	18,000	21,000	3,000
TOTAL PAYROLL EXPENSE		902,853	862,895	(39,958)
LEGAL & PROFESSIONAL EXPENSE				
102 515-02-5139	TPCA FOUNDATION BEST PRACTICES	2,070	1,500	(570)
102 515-02-5148	CHILD ADVOCACY-COLLIN COUNTY	4,000	6,000	2,000
102 515-02-5300	DISPATCH SERVICE-COLLIN COUNTY	27,000	24,500	(2,500)
TOTAL LEGAL & PROFESSIONAL EXPENSE		33,070	32,000	(1,070)
MATERIALS & SUPPLIES				
102 515-03-5208	COMPUTER SOFTWARE / HARDWARE	9,400	8,500	(900)
102 515-03-5209	OFFICE SUPPLIES	3,000	2,600	(400)
102 515-03-5210	MATERIALS/SUPPLIES	6,300	4,000	(2,300)
102 515-03-5211	AMMUNITION AND SUPPLIES	10,700	11,000	300
102-515-03-5212	CID MATERIALS/SUPPLIES	3,000	1,000	(2,000)
102-515-03-5213	CID AMMUNITION AND SUPPLIES	2,000	0	(2,000)
102-515-03-5214	TRAINING SUPPLIES	7,500	7,000	(500)
TOTAL MATERIALS & SUPPLIES		41,900	34,100	(7,800)
MAINTENANCE EXPENSE				
102-515-04-5205	MAINTENANCE AGREEMENTS	35,420	15,000	(20,420)
102-515-04-5225	FACILITY MAINTENANCE	2,500	1,000	(1,500)
102-515-04-5230	EQUIPMENT REPAIRS	500	250	(250)
102-515-04-5231	EQUIPMENT O&M	0	500	500
102-515-04-5279	FLEET FUEL (GASOLINE & DIESEL)	37,500	33,000	(4,500)
102-515-04-5280	VEHICLE O&M	9,000	11,500	2,500
102-515-04-5281	VEHICLE REPAIRS	3,000	1,500	(1,500)
TOTAL MAINTENANCE EXPENSE		87,920	62,750	(25,170)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
POLICE

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
102-515-05-5400	LAND PHONE LINES	2,000	3,000	1,000
102-515-05-5401	CELL PHONES	1,750	2,000	250
102-515-05-5402	PAGERS	0	0	0
102-515-05-5403	INTERNET DSL	1,000	1,200	200
102-515-05-5419	NATURAL GAS	0	0	0
102-515-05-5420	ELECTRICITY	5,400	3,750	(1,650)
TOTAL UTILITY EXPENSE		10,150	9,950	(200)
OTHER EXPENSES				
102 515-09-5180	LICENSES/PERMITS/FILING FEES	0	0	
102 515-09-5220	POSTAGE	1,000	1,000	500
102 515-09-5240	GENERAL INSURANCE	19,000	19,000	0
102 515-09-5250	MEMBERSHIPS & DUES	1,200	2,000	800
102 515-09-5280	FITNESS FOR DUTY ASSESSMENT	0	0	0
102 515-09-5285	NEW EMPLOYEE'S HIRING EXPENSES	1,500	1,600	100
102 515-09-5290	ADVERTISING	0	0	0
102 515-09-5340	OFFICE RENT	12,000	12,000	0
102 515-09-5380	INMATE CARE COLLIN COUNTY SHERIFF	4,000	2,000	(2,000)
102-515-09-5405	INTERNET ISP & HOSTING	0	0	0
102-515-09-5406	VEHICLE WIRELESS	4,520	3,500	(1,020)
102-515-09-5407	COMPUTER SOFTWARE O&M	0	0	0
102-515-09-5408	COMPUTER NETWORK TECH SUPP	0	0	0
102-515-09-5409	COMPUTER MAINT. / WARRANTY	0	0	0
102-515-09-5415	EQUIPMENT RENTAL	4,500	5,000	500
102-515-09-5700	EQUIPMENT	0	8,000	8,000
102-515-09-5730	DWI BLOOD	750	500	(250)
102-515-09-5750	CAPITAL OUTLAY	60,973	59,400	(1,573)
102-515-09-5780	CRIME PREVENTION	2,500	2,500	0
102-515-09-5801	DEBT SERVICE	0	0	0
TOTAL OTHER EXPENSES		111,943	116,500	5,057
TOTAL EXPENSES		1,187,836	1,118,195	(69,141)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

**CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET**

**102-GENERAL FUND
PARKS**

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102 516-01-5100	SALARIES	198,300	185,500	(12,800)
102 516-01-5105	OVERTIME	2,000	2,000	0
102 516-01-5110	P/R TAX EXPENSE	15,323	14,500	(823)
102 516-01-5111	SUTA	1,485	100	(1,385)
102 516-01-5115	GROUP HEALTH INSURANCE	33,000	29,000	(4,000)
102 516-01-5116	RETIREMENT-TMRS	10,496	9,000	(1,496)
102 516-01-5117	WORKMAN'S COMPENSATION	8,353	4,500	(3,853)
102 516-01-5120	LONGEVITY PAY	1,134	1,100	(34)
102 516-01-5122	SCHOOL, REGISTRATION & TUITION	500	650	150
102 516-01-5123	TRAVEL, MEALS & LODGING	250	100	(150)
102 516-01-5124	UNIFORMS	1,800	750	(1,050)
TOTAL PAYROLL EXPENSE		272,641	247,200	(25,441)
LEGAL & PROFESSIONAL				
102-516-02-5140	CONTRACT LABOR	40,000	47,000	7,000
102-516-02-5624	PARK DESIGN	0	0	0
TOTAL LEGAL & PROFESSIONAL		40,000	47,000	7,000
MATERIALS & SUPPLIES				
102-516-03-5208	COMPUTER SOFTWARE / HARDWARE	1,150	0	(1,150)
102-516-03-5209	OFFICE SUPPLIES	250	250	0
102-516-03-5210	MATERIALS/SUPPLIES	10,000	11,500	1,500
102-516-03-5500	CHEMICALS & FERTILIZERS	35,000	24,500	(10,500)
102-516-03-5501	IRRIGATION	19,000	17,000	(2,000)
102-516-03-5502	HORTICULTURE & LANDSCAPE	1,500	1,500	0
TOTAL MATERIALS & SUPPLIES		66,900	54,750	(12,150)
MAINTENANCE EXPENSE				
102-516-04-5205	MAINTENANCE AGREEMENT	2,600	2,200	(400)
102-516-04-5225	FACILITY MAINTENANCE	25,444	20,000	(5,444)
102-516-04-5230	EQUIPMENT REPAIRS	2,000	500	(1,500)
102-516-04-5231	EQUIPMENT O&M	1,600	500	(1,100)
102-516-04-5279	FLEET FUEL (GASOLINE & DIESEL)	4,000	2,500	(1,500)
102-516-04-5280	VEHICLE O&M	1,000	500	(500)
102-516-04-5281	VEHCILE REPAIRS	2,500	500	(2,000)
TOTAL MAINTENANCE EXPENSE		39,144	26,700	(12,444)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
PARKS

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
102-516-05-5400	LAND PHONE LINES	700	1,200	500
102-516-05-5401	CELL PHONES	3,255	2,500	(755)
102-516-05-5403	INTERNET DSL	1,100	550	(550)
102-516-05-5419	NATURAL GAS	250	350	100
102-516-05-5420	ELECTRICITY	24,000	19,000	(5,000)
TOTAL UTILITY EXPENSE		29,305	23,600	(5,705)
OTHER EXPENSES				
102-516-09-5220	POSTAGE	10	10	0
102-516-09-5240	GENERAL LIABILITY INSURANCE	4,057	4,057	0
102-516-09-5250	MEMBERSHIPS & DUES	400	275	(125)
102-516-09-5290	ADVERTISING	0	0	0
102-516-09-5411	CITY SPONSORED EVENTS EXPENSES	45,000	42,100	(2,900)
102-516-09-5415	EQUIPMENT RENTAL	841	800	(41)
102-516-09-5625	PARKS CONCESSION STANDS EXP.	47,257	31,000	(16,257)
102-516-09-5626	PARKS SPORTS ACTIVITIES EXP.	42,000	101,650	59,650
102-516-09-5700	EQUIPMENT	0	0	0
102-516-09-5750	CAPITAL OUTLAY	3,500	0	(3,500)
102-516-09-5851	PARK PROJECT-OLD CELINA	0	101,000	101,000
102-516-09-5900	DEPRECIATION	0	0	0
TOTAL OTHER EXPENSES		143,065	280,892	137,827
TOTAL EXPENDITURES		591,055	680,142	89,087

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
MAIN STREET

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
102 517-01-5100	SALARIES	0	0	0
102 517-01-5105	OVERTIME	0	0	0
102 517-01-5110	P/R TAX EXPENSE	0	0	0
102 517-01-5111	SUTA	0	0	0
102 517-01-5115	GROUP HEALTH INSURANCE	0	0	0
102 517-01-5116	RETIREMENT-TMRS	0	0	0
102 517-01-5117	WORKMAN'S COMPENSATION	0	0	0
102 517-01-5120	LONGEVITY PAY	0	0	0
102 517-01-5122	SCHOOL, REGISTRATION & TUITION	1,000	100	(900)
102 517-01-5123	TRAVEL, MEALS & LODGING	1,200	700	(500)
TOTAL PAYROLL EXPENSE		2,200	800	(1,400)
LEGAL & PROFESSIONAL EXPENSE				
102-517-02-5140	CONTRACT LABOR	0	0	0
102-517-02-5150	LEGAL	0	0	0
TOTAL LEGAL & PROFESSIONAL EXPENSE		0	0	0
MATERIALS & SUPPLIES				
102-517-03-5208	COMPUTER SOFTWARE / HARDWARE	0	0	0
102-517-03-5209	OFFICE SUPPLIES	150	135	(15)
102-517-03-5210	MATERIALS/SUPPLIES	550	400	(150)
TOTAL MATERIALS & SUPPLIES		700	535	(165)
MAINTENANCE EXPENSE				
102-517-04-5205	MAINTENANCE AGREEMENTS	1,724	1,500	(224)
102-517-04-5281	VEHICLE REPAIRS	0	0	0
TOTAL MAINTENANCE EXPENSE		1,724	1,500	(224)
UTILITY EXPENSE				
102-517-05-5400	LAND PHONE LINES	700	750	50
102-517-05-5401	CELL PHONES	680	900	220
102-517-05-5402	PAGERS	0	0	0
102-517-05-5403	INTERNET DSL (AT&T UVERSE)	528	350	(178)
102-517-05-5419	NATURAL GAS	350	325	(25)
102-517-05-5420	ELECTRICITY	0	0	0
102-517-05-5420	UTILITIES	0	0	0
TOTAL UTILITY EXPENSE		2,258	2,325	67

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

102-GENERAL FUND
MAIN STREET

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
OTHER EXPENSES				
102-517-09-5121	MAIN STREET GOLF TOURNAMENT	10,000	26,800	16,800
102-517-09-5220	POSTAGE	200	100	(100)
102-517-09-5240	GENERAL LIABILITY INSURANCE	135	135	0
102-517-09-5250	MEMBERSHIPS & DUES	550	1,080	530
102-517-09-5290	ADVERTISING	1,000	100	(900)
102-517-09-5340	STORAGE RENT	0	0	0
102-517-09-5340	OFFICE CLEANING	350	300	(50)
102-517-09-5411	CITY SPONSORED EVENTS	0	0	0
102-517-09-5415	EQUIPMENT RENTAL	1,800	800	(1,000)
102-517-09-5700	EQUIPMENT	0	0	0
102-517-09-5705	SPECIAL PROJECTS	6,843	36,500	29,657
102-517-09-5706	MAIN STREET MIS. EXPENSE	6,200	0	(6,200)
102-517-09-5750	CAPITAL OUTLAY	0	0	0
102-517-09-5801	DEBT SERVICE PAYMENT	30,000	30,000	0
TOTAL OTHER EXPENSES		57,078	95,815	38,737
TOTAL EXPENDITURES		63,960	100,975	37,015

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)



Fiscal Year 2014 – 2015

Modified Budget

W/S Revenues & Expenditures Summary



Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

W/S Fund Schedule of Revenues

Revenue Category	FY2015 Approved Budget	FY 2015 Actual As Of 06/30/15	FY 2015 Modified Budget	+ / - Comparison to Original FY 2015 Approved Budget
Fines & Fees	724,653	662,899	896,500	171,847
<i>Credit Card Fees</i>	<i>0</i>	<i>16,467</i>	<i>25,000</i>	<i>25,000</i>
<i>Water Tower Rental Fees</i>	<i>41,903</i>	<i>44,141</i>	<i>52,000</i>	<i>10,097</i>
<i>Water Impact Fees</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Sewer Impact Fees</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Reconnect/Disconnect Fee</i>	<i>12,000</i>	<i>10,240</i>	<i>16,000</i>	<i>4,000</i>
<i>Customer Service Fees</i>	<i>900</i>	<i>1,450</i>	<i>2,000</i>	<i>1,100</i>
<i>Transfer Fees</i>	<i>1,050</i>	<i>1,050</i>	<i>1,500</i>	<i>450</i>
<i>Water Taps</i>	<i>361,000</i>	<i>331,970</i>	<i>450,000</i>	<i>89,000</i>
<i>Sewer Taps</i>	<i>307,800</i>	<i>257,580</i>	<i>350,000</i>	<i>42,200</i>
Penalties & Interest	54,500	68,663	90,000	35,500
<i>Penalties</i>	<i>45,000</i>	<i>53,946</i>	<i>70,000</i>	<i>25,000</i>
<i>Interest Income</i>	<i>9,500</i>	<i>14,717</i>	<i>20,000</i>	<i>10,500</i>
Sales	4,450,006	2,860,184	5,285,000	834,994
<i>Water Sales</i>	<i>2,875,745</i>	<i>1,695,681</i>	<i>3,480,000</i>	<i>604,255</i>
<i>Sewer Sales</i>	<i>1,159,500</i>	<i>878,813</i>	<i>1,400,000</i>	<i>240,500</i>
<i>Garbage Billing</i>	<i>414,761</i>	<i>285,690</i>	<i>405,000</i>	<i>(9,761)</i>
Other Revenues	66,200	80,616	113,000	46,800
<i>Radio Read Reserve</i>	<i>62,700</i>	<i>57,835</i>	<i>79,000</i>	<i>16,300</i>
<i>Bond Proceeds</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Insurance Proceeds</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Sales of Fixed Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Contributions</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Miscellaneous Income</i>	<i>3,500</i>	<i>22,781</i>	<i>34,000</i>	<i>30,500</i>
Total Revenues	5,295,359	3,672,361	6,384,500	1,089,141

W/S Fund Summary of Expenditures

Departments	FY2015 Approved Budget	FY 2015 Actual As Of 06/30/15	FY 2015 Modified Budget	+ / - Comparison to Original FY 2015 Approved Budget
<i>Water Department</i>	<i>3,276,439</i>	<i>1,883,495</i>	<i>3,459,432</i>	<i>182,993</i>
<i>Sewer Department</i>	<i>1,293,141</i>	<i>712,580</i>	<i>1,140,474</i>	<i>(152,667)</i>
<i>Trash & Recycling Collection</i>	<i>381,199</i>	<i>231,260</i>	<i>355,000</i>	<i>(26,199)</i>
Total	4,950,779	2,827,335	4,307,615	4,127

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)



Fiscal Year 2014 – 2015

Modified Budget

W/S Departmental Detail Budgets



Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

202- WATER AND SEWER FUND

WATER

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
202 521-01-5100	SALARIES	255,304	256,500	1,196
202 521-01-5105	OVERTIME	20,000	47,200	27,200
202 521-01-5110	P/R TAX EXPENSE	21,061	23,250	2,189
202 521-01-5111	SUTA	1,890	700	(1,190)
202 521-01-5115	GROUP HEALTH INSURANCE	42,000	36,500	(5,500)
202 521-01-5116	RETIREMENT-TMRS	14,426	14,750	324
202 521-01-5117	WORKMAN'S COMPENSATION	13,683	7,200	(6,483)
202 521-01-5120	LONGEVITY PAY	884	932	48
202 521-01-5122	SCHOOL, REGISTRATION & TUITION	1,600	2,400	800
202 521-01-5123	TRAVEL, MEALS & LODGING	1,000	650	(350)
202 521-01-5124	UNIFORMS	2,210	2,700	490
TOTAL PAYROLL EXPENSE		374,058	392,782	18,724
LEGAL & PROFESSIONAL EXPENSE				
202-521-02-5140	CONTRACT LABOR	1,000	2,000	1,000
202-521-02-5145	ROAD MAINTENANCE	5,000	10,000	5,000
202-521-02-5146	IMPACT FEE STUDY	0	0	0
202-521-02-5147	WATER/SEWER MASTER PLAN	0	0	0
202-521-02-5149	ENGINEERING	10,000	0	(10,000)
202-521-02-5150	LEGAL	0	0	0
202-521-02-5395	GARBAGE PICK UP - PWS	0	0	0
TOTAL LEGAL & PROFESSIONAL EXPENSE		16,000	12,000	(4,000)
MATERIALS & SUPPLIES				
202-521-03-5207	WATER METERS	50,000	135,000	85,000
202-521-03-5208	COMPUTER SOFTWARE / HARDWARE	18,000	2,000	(16,000)
202-521-03-5209	OFFICE SUPPLIES	1,500	3,600	2,100
202-521-03-5210	MATERIALS/SUPPLIES	35,000	92,000	57,000
202-521-03-5214	TRUCK EQUIP. & SMALL TOOLS	500	0	(500)
202-521-03-5500	CHEMICALS	10,000	9,500	(500)
TOTAL MATERIALS & SUPPLIES		115,000	242,100	127,100
MAINTENANCE EXPENSE				
202-521-04-5205	MAINTENANCE AGREEMENTS	8,000	10,500	2,500
202-521-04-5225	FACILITY MAINTENANCE	7,400	9,500	2,100
202-521-04-5230	EQUIPMENT REPAIRS	35,000	70,500	35,500
202-521-04-5231	EQUIPMENT O&M	1,600	1,200	(400)
202-521-04-5279	FLEET FUEL (GASOLINE & DIESEL)	19,740	15,250	(4,490)
202-521-04-5280	VEHICLE O&M	2,000	5,100	3,100
202-521-04-5281	VEHICLE REPAIRS	2,000	500	(1,500)
202-521-04-5510	TESTING W/S SAMPLES	4,500	7,000	2,500
TOTAL MAINTENANCE EXPENSE		80,240	119,550	39,310

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

202- WATER AND SEWER FUND

WATER

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
UTILITY EXPENSE				
202-521-05-5400	TELEPHONE	5,000	3,500	(1,500)
202-521-05-5401	CELL PHONES	4,850	5,500	650
202-521-05-5403	INTERNET DSL	3,900	4,000	100
202-521-05-5419	NATURAL GAS	300	250	(50)
202-521-05-5420	UTILITIES	195,250	190,000	(5,250)
TOTAL UTILITY EXPENSE		209,300	203,250	(6,050)
OTHER EXPENSES				
202 521-09-5162	CREDIT CARD FEES	0	11,300	11,300
202 521-09-5180	LICENSES/PERMITS/FILING FEES	5,500	5,500	0
202 521-09-5220	POSTAGE	30,000	30,000	0
202 521-09-5240	GENERAL INSURANCE	9,000	9,000	0
202 521-09-5250	MEMBERSHIPS & DUES	500	250	(250)
202 521-09-5285	HIRING EXPENSES FOR NEW EMP.	300	150	(150)
202 521-09-5290	ADVERTISING	2,000	500	(1,500)
202 521-09-5340	RENT	100	0	(100)
202 521-09-5410	OFFICE CLEANING	1,000	1,100	100
202 521-09-5415	EQUIPMENT RENTAL	500	3,000	2,500
202 521-09-5430	INTEREST EXPENSE	0	25,561	25,561
202 521-09-5431	INTEREST EXPENSE CISD SEWER	0	0	0
202 521-09-5440	PAYING AGENT FEES	2,400	4,000	1,600
202 521-09-5700	EQUIPMENT	12,500	0	(12,500)
202 521-09-5740	UTRWD H2O	1,379,841	1,310,100	(69,741)
202 521-09-5741	NCT GROUND WATER CONSERVATION	16,000	5,750	(10,250)
202 521-09-5750	CAPITAL OUTLAY	0	60,100	60,100
202 521-09-5785	BAD DEBT EXPENSE	0	1,238	1,238
202 521-09-5800	BOND INDEBTEDNESS	0	0	0
202 521-09-5900	DEPRECIATION	0	0	0
202 521-99-5144	TRANSFER TO GENERAL FUND	270,000	270,000	0
202 521-99-5805	TRANSFER TO DEBT FUND	752,200	752,200	0
TOTAL OTHER EXPENSES		2,481,841	2,489,750	7,909
TOTAL EXPENSES		3,276,439	3,459,432	182,993

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

202- WATER AND SEWER FUND

SEWER

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE				
202-522-01-5100	SALARIES	96,898	91,000	(5,898)
202-522-01-5105	OVERTIME	12,000	20,250	8,250
202-522-01-5110	P/R TAX EXPENSE	8,331	9,530	1,199
202-522-01-5111	SUTA	810	100	(710)
202-522-01-5115	GROUP HEALTH INSURANCE	18,000	15,000	(3,000)
202-522-01-5116	RETIREMENT-TMRS	5,706	5,400	(306)
202-522-01-5117	WORKMAN'S COMPENSATION	3,833	2,000	(1,833)
202-522-01-5120	LONGEVITY PAY	376	376	0
202-522-09-5269	SCHOOL REGISTRATION & TUITION	1,200	1,250	50
202-522-09-5270	TRAVEL, MEALS & LODGING	800	1,200	400
202-522-09-5370	UNIFORMS	1,750	1,650	(100)
TOTAL PAYROLL EXPENSE		149,704	147,756	(1,948)
LEGAL & PROFESSIONAL EXPENSE				
202-522-02-5140	CONTRACT LABOR	500	250	(250)
202-522-02-5146	SEWER IMPACT FEE STUDY	0	0	0
202-522-02-5147	WATER/SEWER MASTER PLAN	0	0	0
202-521-02-5149	ENGINEERING	10,000	0	(10,000)
TOTAL LEGAL & PROFESSIONAL EXPENSE		10,500	250	(10,250)
MATERIALS & SUPPLIES				
202 522-03-5208	COMPUTER SOFTWARE / HARDWARE	300	1,000	700
202 522-03-5209	OFFICE SUPPLIES	600	500	(100)
202 522-03-5210	MATERIAL AND SUPPLIES	15,000	10,500	(4,500)
202 522-03-5500	CHEMICALS	14,000	4,000	(10,000)
202 522-03-5600	LIFT STATION UPGRADES/ELECT.	8,000	3,000	(5,000)
TOTAL MATERIALS & SUPPLIES		37,900	19,000	(18,900)
MAINTENANCE EXPENSE				
202-522-04-5205	MAINTENANCE AGREEMENTS	2,500	2,250	(250)
202-522-04-5225	FACILITY MAINTENANCE	600	650	50
202-522-04-5230	EQUIPMENT REPAIRS	50,000	25,500	(24,500)
202-522-04-5231	EQUIPMENT O&M	1,800	500	(1,300)
202-522-04-5279	FLEET FUEL (GASOLINE & DIESEL)	11,000	7,250	(3,750)
202-522-04-5280	VEHICLE O&M	1,500	1,400	(100)
202-522-04-5281	VEHICLE REPAIRS	1,000	1,400	400
202-522-04-5510	TESTING W/S SAMPLES	13,000	11,000	(2,000)
202-522-04-5515	SEWER SLUDGE REMOVAL	10,394	14,500	4,106
TOTAL MAINTENANCE EXPENSE		91,794	64,450	(27,344)
UTILITY EXPENSE				
202-522-05-5400	TELEPHONE	1,200	500	(700)
202-522-05-5401	CELL PHONES	3,750	3,000	(750)
202-522-05-5403	INTERNET DSL	900	500	(400)
202-522-05-5419	NATURAL GAS	250	100	(150)
202-522-05-5420	UTILITIES	50,000	51,000	1,000
TOTAL UTILITY EXPENSE		56,100	55,100	(1,000)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

202- WATER AND SEWER FUND
SEWER

(----- 2014 - 2015 -----)

EXPENDITURES		CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
OTHER EXPENSES				
202-522-09-5180	LICENSES/PERMITS/FILING	5,000	2,750	(2,250)
202-522-09-5220	POSTAGE / COURIER	50	50	0
202-522-09-5240	GENERAL LIABILITY INSURANCE	4,100	5,500	1,400
202-522-09-5250	MEMBERSHIPS & DUES	250	0	(250)
202 522-09-5285	HIRING EXPENSES FOR NEW EMP.	150	75	(75)
202-522-09-5290	ADVERTISING	1,200	500	(700)
202-522-09-5340	OFFICE RENT	0	0	0
202-522-09-5410	OFFICE CLEANING	0	0	0
202-522-09-5415	EQUIPMENT RENTAL	8,000	12,000	4,000
202-522-09-5430	INTEREST EXPENSE	0	0	0
202-522-09-5451	BOND ISSUE COSTS	0	0	0
202-522-09-5700	EQUIPMENT	0	0	0
202-522-09-5740	UTRWD SEWER	427,350	300,000	(127,350)
202-522-09-5750	CAPITAL OUTLAY	0	32,000	32,000
202 522-09-5779	LIGHT FARMS SEWER LINE ROW	0	0	0
202 522-09-5780	HIGH SCHOOL SEWER LINE ROW	0	0	0
202-522-09-5785	BAD DEBT EXPENSE	0	0	0
202-522-09-5900	DEPRECIATION	0	0	0
202 522-99-5144	TRANSFER TO GENERAL FUND	125,000	125,000	0
202 522-99-5805	TRANSFER TO DEBT FUND	376,043	376,043	0
TOTAL OTHER EXPENSES		947,143	853,918	(93,225)
TOTAL EXPENSES		1,293,141	1,140,474	(152,667)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)

CITY OF CELINA
FISCAL YEAR 2014 - 15
MODIFIED BUDGET

202- WATER AND SEWER FUND

GARBAGE & RECYCLING

(----- 2014 - 2015 -----)

EXPENDITURES	CURRENT APPROVED BUDGET	FY 2014-2015 Modified Budget	+ / - Comparison to to Original FY 2015 Approved Budget
PAYROLL EXPENSE			
TOTAL PAYROLL EXPENSE	0	0	0
LEGAL & PROFESSIONAL EXPENSE			
202-523-02-5395 GARBAGE PICK UP - WM	381,199	355,000	(26,199)
TOTAL LEGAL & PROFESSIONAL EXPENSE	381,199	355,000	(26,199)
MATERIALS & SUPPLIES			
TOTAL MATERIALS & SUPPLIES	0	0	0
MAINTENANCE EXPENSE			
TOTAL MAINTENANCE EXPENSE	0	0	0
UTILITY EXPENSE			
TOTAL UTILITY EXPENSE	0	0	0
OTHER EXPENSES			
TOTAL OTHER EXPENSES	0	0	0
TOTAL EXPENSES	381,199	355,000	(26,199)

Attachment: FY 2015 Modified Budget (1284 : Amended Budget)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Parks at Wilson Creek Annexation Resolution

Action Requested:

Consider and act upon a petition for the voluntary annexation of a ±669.95 acre tract of land located in the Mary Howell Survey, Abstract No. 395, the Charles Rice Survey, Abstract No. 771, the J.B. Wilmeth Surveys, Abstracts No. 983 and No. 985, the Levin Routh Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, Collin County, Texas and generally located on the east side of Preston Road and south of Sunset Boulevard, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and set two public hearing dates on January 12, 2016 at 6:00 p.m. and on January 12, 2016 at 6:05 p.m. (Parks at Wilson Creek) (Liebman)

Background Information:

A petition for annexation was received from Matthew Alexander of the Cambridge Company on November 12, 2015. The property is contiguous to current city limits.

- | | |
|---------------------|--|
| § December 7, 2015 | Council option to accept voluntary petition to annex |
| § December 18, 2015 | Notice of public hearings to be published |
| § January 12, 2016 | Council to hold public hearings (2) |
| § February 9, 2016 | Council to consider annexation ordinance |

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition

- Property Exhibit

Staff Recommendation:

Staff recommends approval.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: WILMETH/ROUTH/RICE/QUEEN/HOWELL, ABST. # 983/5/779/771
 Tract Number(s): 983/985/779/771/731/395 Number of Acres: ± 670
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): N/A

Current Property

Owner's Name: The Parks at Wilson Creek, L.P.

Company: THE CAMBRIDGE CO.

Address: 8750 N. Central Expressway, Ste 1735

City, State, Zip: DALLAS, TX 75231

Phone#: 214.691.2554

Fax #: 214.691.0682

E-Mail Address: Matt@cambridgecos.com

Owners

Signature: Matthew Alexander

"An Authorized Agent of the Owner"
 Representative's Name: Matt ALEXANDER

Company: (Same as owner)

Address: _____

City, State, Zip: _____

Phone#: _____

Fax #: _____

E-Mail Address: _____

Submittal Requirements

- ☒ Application
- ☒ Application Fee - Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description the graphic exhibit must contain an original seal signature of a registered professional land surveyor shall be on an 11" x 17" sheet of paper **Graphic Exhibit must in in black and white.**
- ☐ An exhibit depicting the location of the property location to the nearest existing or future m thoroughfare north, south, east, and west of property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) W Certificate of Convenience and Necessity area, required to submit fees in accordance with settlement agreement (please contact city to get a estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF COLLIN DALLAS

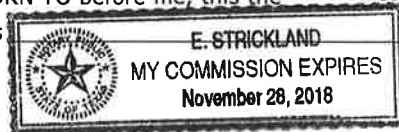
BEFORE ME, a Notary Public, on this day personally appeared Matthew Alexander the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

Matthew Alexander

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 12th

My Commission expires

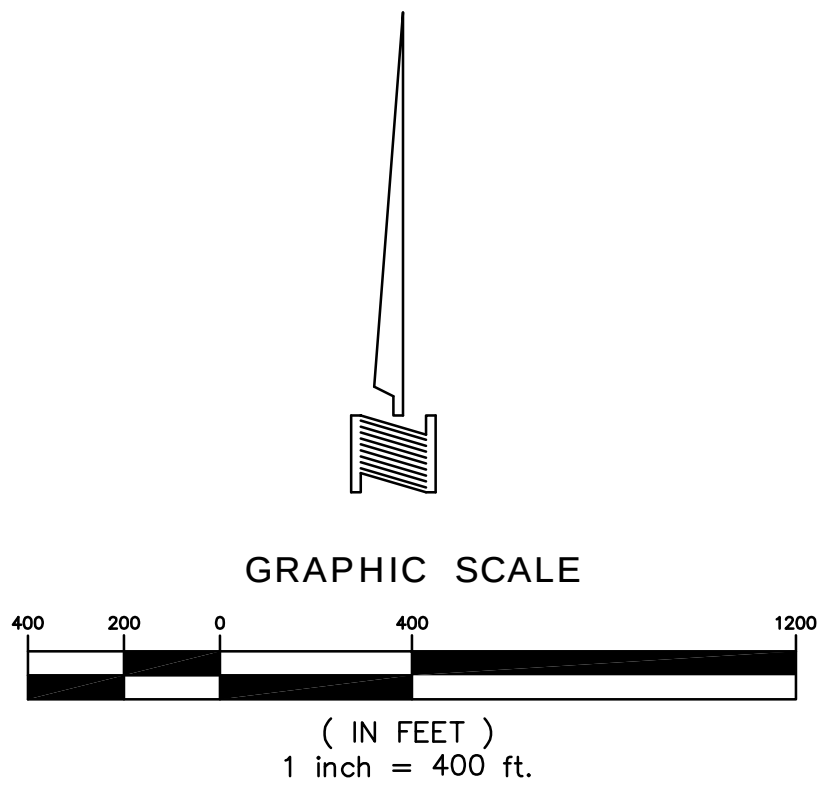


day of November, 20 15

E. Strickland
 Notary Public in & for the State of
 Texas

OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____



THE PARKS AT WILSON CREEK						
ANNEXATION EXHIBIT						
CITY OF CELINA						
COLLIN COUNTY, TEXAS						
 DOWDEY, ANDERSON & ASSOCIATES, INC. 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694						
STATE REGISTRATION NUMBER: F-399						
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
-	CEK	JCR	12/03/2015	1" = 400'	13004	1 1

Being a portion of that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being a portion of that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre and 320 acre Surveys, Abstracts No. 985 & 983, the Levin Routh 640 acre Survey, Abstract No. 779, and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being all of that certain tract of land to The Parks at Wilson Creek, L.P., by deeds recorded under Instrument Number 20130830001229360 and Instrument Number 20130830001229380, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being a northwest corner of said Wilson Creek tract, same being on the east line of that certain tract of land conveyed to The City of Celina, by deed recorded under Instrument Number 20130830001229430, Official Public Records, Collin County, Texas;

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Hubbard tract and said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 28.38 feet to a point for an internal corner of the herein described tract;

THENCE North 20 deg. 03 min. 37 sec. East, through the interior of said Hubbard tract, a distance of 2819.44 feet to a 1/2 inch iron rod set for a northwest corner of herein described tract, same being in the north line of said Hubbard tract, same being in the South line of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 42 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 1681.28 feet to a Bois D' arc fence post found for a northeast corner of the herein described tract, same being the northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for an angle point of the herein described tract, same being the southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE North 89 deg. 48 min. 33 sec. East, along the common line of said Wilson Creek tract, and said Mullaney tract, and the approximate center of said County Road 92, a distance of 891.03 feet to a MAG Nail found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract, same being the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Wilson Creek tract, and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southeast corner of said Wilson Creek tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Wilson Creek tract, and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point for the herein described tract, same being an angle point in the south line of said Wilson Creek tract;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Wilson Creek tract and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Wilson Creek tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod found for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod found for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod found for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod found for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), a total distance of 1,483.98 feet to a MAG Nail found in asphalt for a northwest corner of the herein described tract, same being a northwest corner of said Wilson Creek tract, same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract and a northeast corner of said McKnight tract (V5554,Pg1002);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod found for a southwest corner of the herein described tract, same being a southwest corner of said Wilson Creek tract, same being an internal corner of said McKnight tract (V5554,Pg1002);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a Mag Nail found in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), same being an angle point for the herein described tract, same being an angle point of said Wilson Creek tract, said angle point being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Wilson Creek tract, and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod found;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod found;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod found for an internal angle of the herein described tract, same being an internal angle of said Wilson Creek tract same being the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554, Pg1002), and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554, Pg1002), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail found for the most westerly southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554, Pg1002), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Wilson Creek tract, and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail found for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail found at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail found;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail found for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail

found for the northwest corner of the herein described tract, the most northerly northwest corner of said Wilson Creek tract, same being in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Wilson Creek tract, and said Willard Properties tract, a distance of 2,530.20 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the most northerly northeast corner of said Wilson Creek tract, same being the northwest corner of aforesaid City of Celina tract;

THENCE along the common line of said Wilson Creek tract, and City of Celina tract as follows:

South 16 deg. 19 min. 27 sec. West, 215.25 feet to a 1/2 inch iron rod found;

South 22 deg. 07 min. 10 sec. West, 515.30 feet to a 1/2 inch iron rod found;

South 11 deg. 47 min. 13 sec. West, 616.95 feet to a 1/2 inch iron rod found;

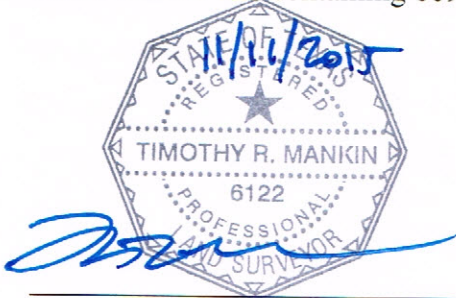
South 25 deg. 58 min. 10 sec. West, 502.16 feet to a 1/2 inch iron rod found;

South 10 deg. 04 min. 38 sec. East, 566.59 feet to a 1/2 inch iron rod found;

South 13 deg. 57 min. 18 sec. West, 482.67 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 34 deg. 30 min. 39 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 1355.24 feet, with a chord bearing and distance of South 60 deg. 14 min. 31 sec. East, 1334.85 feet to a 1/2 inch iron rod found for an angle point for the herein described tract, same being the south corner of said Wilson Creek tract, same being an angle point of said City of Celina Tract;

THENCE North 00 deg. 09 min. 01 sec. East, a distance of 160.54 feet to the POINT OF BEGINNING and containing 669.95 acres of computed land, more or less.



TIMOTHY R. MANKIN

Registered Professional Land Surveyor No. 6122



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Kiosk Sign Program Contract

Action Requested:

Consider and act upon the adoption of a Home Builder Kiosk Sign Program and authorize the City Manager to enter into a contract with National Sign Plazas to facilitate the installation of informational signs in city-owned right-of-way to direct potential customers to residential developments within the City and Celina's ETJ. (Kiosks) (Liebman)

Background Information:

In order to curtail the proliferation of bandit signs advertising new home development within Celina, staff is proposing the adoption of a Home Builder Kiosk Program. The purpose of these signs is to advertise both residential developments and individual home builders within the developments from heavily trafficked locations in order to direct potential home buyers to residential neighborhoods in Celina.

The Sign Ordinance does not allow any off-premises signs and therefore the residential developments and home builders have no opportunity to direct traffic to their locations. This City-sponsored but privately funded program would provide an attractive and uniform way of advertising new residential developments in the City and Celina's ETJ.

Financial Considerations:

There is no cost to the City for this program. The sign company contacts the home builders and/or subdivision developers for inclusion on the signs. The sign company constructs and installs signs at locations of the City's choosing. In addition, a percentage of the revenue collected by the sign company is remitted to the city for the general fund.

In addition, since the sign company is willing to produce signs for City use at no cost, the City will save the expense of having to install and maintain City directional signs. The payment for the City's share of the rental is paid on a quarterly basis.

Legal Obligations and Review:

N/A

Supporting Documents:

- Contract

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

AGREEMENT FOR SERVICES

This Agreement ("Agreement") is entered into by and between the CELINA, TX and NATIONAL SIGN PLAZAS, INC., a California corporation ("Contractor") (collectively, the "Parties").

WHEREAS, City Code of Ordinances Section _____ allows City to install Sign Plazas within City and County rights-of-way (but not State rights-of-way) and,

WHEREAS, City desires to initiate a Sign Plaza Program to give direction to subdivisions, developers and homebuilders within the City, and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor represents that it is a California corporation authorized to do business in the State of Texas; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders for itself and for the City; and,

WHEREAS, Contractor submitted a proposal that meets the City's needs.

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Contract Documents. The Contract Documents, which set forth the entire Agreement of the Parties, are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:
 - A. All applicable laws and regulations of the CITY OF CELINA in the STATE OF TEXAS.
 - B. This Agreement.

Each party shall comply with all of the terms, conditions and specifications contained in the Contract Documents.

1. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administering the Sign Plaza Program, the contractor will:

- A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
- B. Contract with developers and homebuilders for the lease of sign panels.
- C. Assist City in determining appropriate locations for Sign Plazas.
- D. Assist City with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with City staff and developers to coordinate project.
- F. Collect all lease payments and remit to City, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Sign Plaza Programs and Specifications of Sign Plazas.

- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in the City right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in these Contract Documents.
- B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for homebuyers, and the like, to the location of subdivisions, housing developments, homebuilders and public facilities within the CITY of CELINA, TX while discouraging the placement of unsightly and hazardous off-site directional signs.
- C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:
 1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in **Exhibit A**.
 2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, doubled-sided, if necessary.
 3. A City topper panel will be designed for the CITY OF CELINA, TX and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of the CITY OF

- CELINA, TX and shall be visible on any side of a Sign Plaza which displays directional sign panels.
4. The color of all Sign Plaza Structures shall be determined by the City. All sign panels shall conform to Section 4.C.11 below.
 5. The Contractor shall submit final design plans to the City for approval prior to installation of any Sign Plaza.
 6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
 7. Sign Plaza locations shall be approved and designated by the City with the assistance of the Contractor.
 8. At the City request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County.
 9. Contractor shall provide, at no cost to the City, the equivalent of not less than ten percent (10%) of all permitted Sign Plazas to the City for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.
 10. Contractor shall provide to the City a semi-annual inventory report of existing installed sign panels.
 11. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, City and logo, the builder or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.
 12. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.
 13. Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.

14. Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade Retro-reflective.
 15. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.
3. Number of Sign Plaza Structures. The City has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The City shall agree to allow the signage to direct homebuyers to each new housing community. Said signage shall be defined as one Sign Plaza at each location where homebuyers require information regarding a change of direction and likewise where homebuyers would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to City at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.
 4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:
 - A. Contractor will install the Sign Plazas and rotate City panels at no cost to the City.
 - B. Contractor will collect, and remit to the City, an amount of \$10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.
 5. Term of Agreement and Termination of Agreement
 - A. Term. The term of this Agreement is ten (10) years.
 - B. Renewal. At the end of the initial ten-year term, this contract will automatically renew for an additional (10) ten year term unless either party provides at least sixty (60) days advanced notice before the end of the initial term, of their intention(s) to terminate this Agreement.
 - C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:

1. Termination by City. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the City may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the City
 2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the City. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the City, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.
6. Placement of Sign Panels. After the City's written approval and acceptance of the installed Sign Plazas, the City agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.
- A. Contractor agrees to offer and place sign panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.
 - B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
 - C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
 - D. Contractor will remit to the City on a quarterly basis the amount of the City's Administrative Fee as specified in Section 4.B of this document.
 - E. Contractor agrees to provide an annual report to the City pertaining to the number of sign panels installed within the City, the amount billed and the collection of the City's amount Administrative Fees.
 - F. Contractor agrees that in no event will the City be liable for any fee payment or other fees related to the placement of the sign panels.
 - G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee

payment to the City in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.

- H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program.
- I. City and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:

- A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.
- B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the City.
- C. Contractor agrees to provide to the City a telephone number and a contact person allowing the City to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.
- D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the City's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the City. Sign panel will be replaced within five (5) business days of the written notification.
- E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.
- F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.

8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b) reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the City, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or willful act or omission of the City or the City's officer, agent, employee, or subcontractor.

9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in CELINA, TX with the following policy limits.

- A. Comprehensive General Liability - \$2,000,000 combined aggregate
- B. Automobile Liability - \$1,000,000
- C. Workers Compensation
 - 1. Bodily Injury by Accident - \$1,000,000
 - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the City Attorney which shall name the City as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the City in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the City.

11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

CITY:
City of Celina
Attn:

Telephone:
Fax:

CONTRACTOR:
National Sign Plazas
Attn: Grant Hayzlett, President
2422 S. Trenton Way Unit H
Denver, CO 80231
Telephone: 720-482-9293
Fax: 303-790-0924

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in the State of Texas located at:

Attn: Steve Startzell
20302 Park Row Suite # 900
Katy, TX 77449
Telephone: 832-549-9407
Fax: 832-321-5937

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the City's prior written consent.
13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the City Council at a public meeting. This Agreement shall be governed under Texas State law, and any action relating to the Agreement shall be brought only in the City of Celina.
14. Mutual Drafting. The City and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

City of Celina, TX

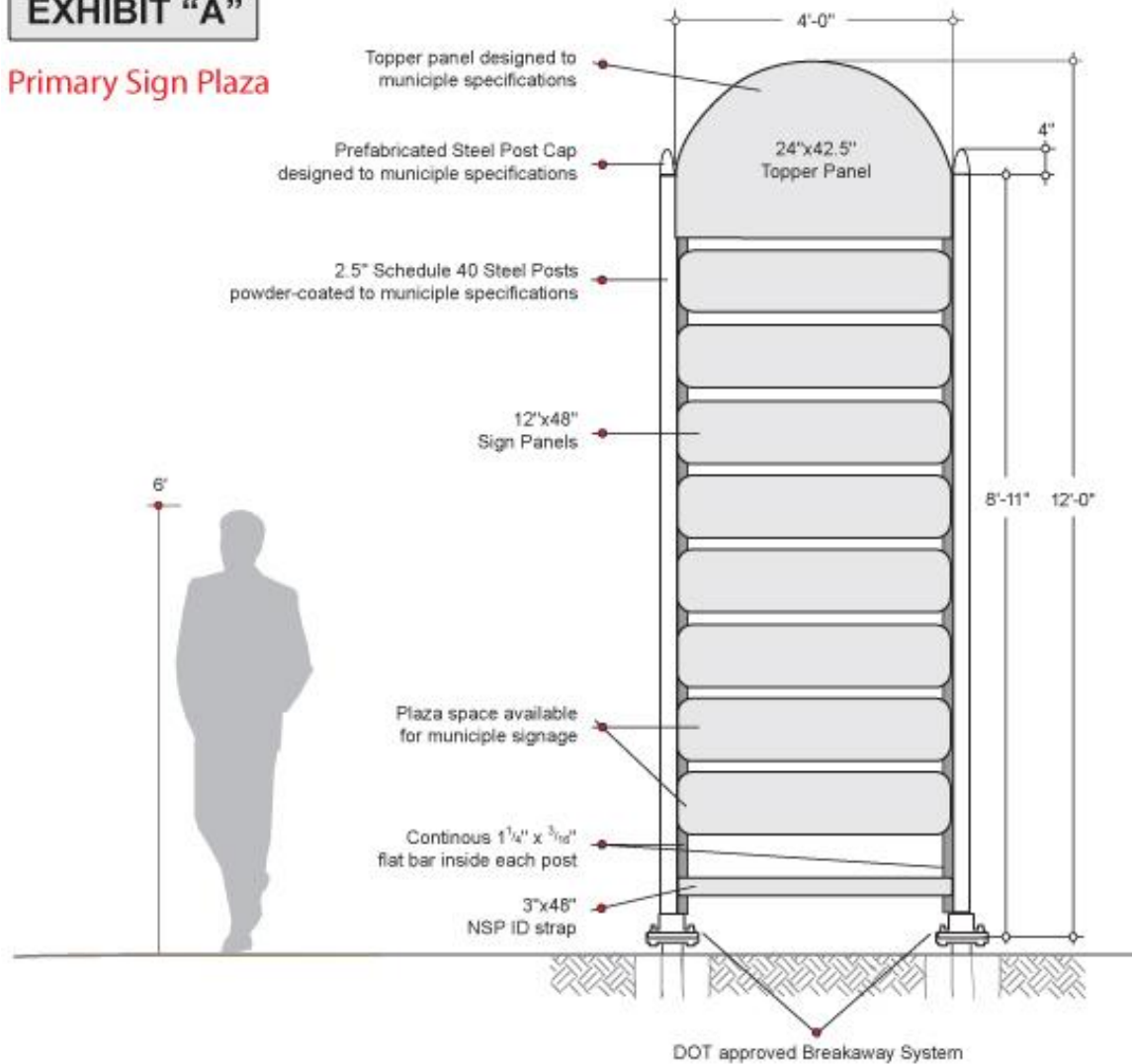
National Sign Plazas, Inc
a California Corporation

By _____

By _____
Grant Hayzlett, President

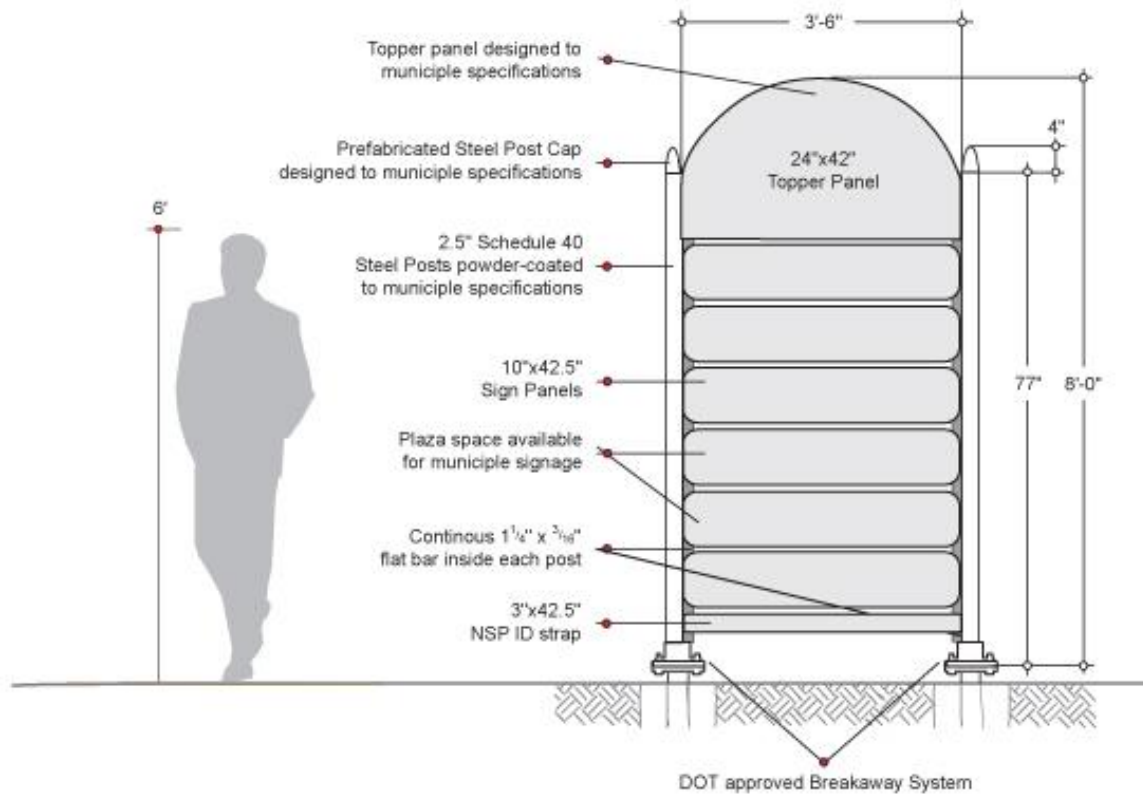
Date _____

Date _____

EXHIBIT "A"**Primary Sign Plaza****Primary Sign Panel Specifications**

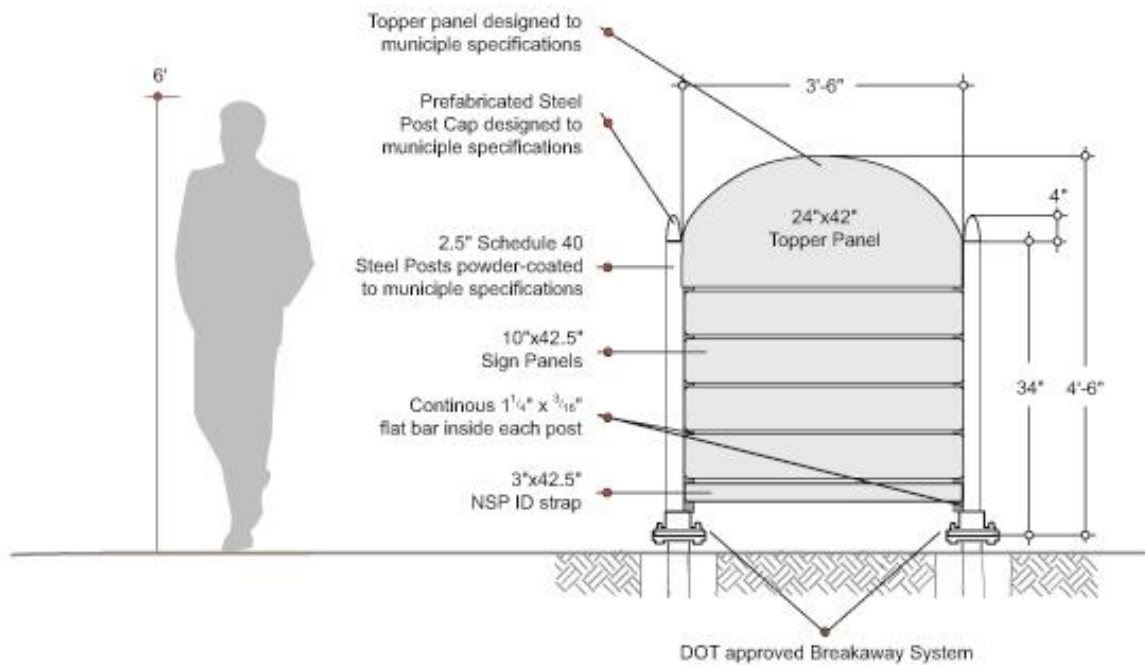
- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



EXHIBIT "A"**Community Sign Plaza****Community Sign Panel Specifications**

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



EXHIBIT "A"**Neighborhood Sign Plaza****Neighborhood Sign Panel Specifications**

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Construction Plat for Light Farms Right-of-Way Dedications (Cypress Creek Way and Worthington Way)

Action Requested:

Consider and act upon a Construction Plat for Light Farms, Cypress Creek and Worthington Way, approximately 7.03 acres situated in the Collin County School Land Survey No. 14, Abstract No. 167. These rights-of-way are located within Light Farms in Celina's extraterritorial jurisdiction (ETJ) and generally located north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Light Farms right-of-way dedications) (Liebman)

Action Requested:

Consider and act on a Construction Plat for Light Farms, Cypress Creek and Worthington Way, approximately 7.03 acres situated in the Collin County School Land Survey No. 14, Abstract No. 167.

Background Information:

Staff has reviewed the proposed Construction Plat for Light Farms, Cypress Creek & Worthington Way, and has deemed it acceptable.

The purpose of the plat is to facilitate the extension of Cypress Creek Way across the BNSF Railroad and to connect the east and west phases of Light Farms together. Light Farms has coordinated with the BNSF Railroad for an additional rail crossing.

Public Notice:

N/A

Supporting Documents:

- Plat Exhibit

Legal Review:

N/A

Board/Committee Recommendation:

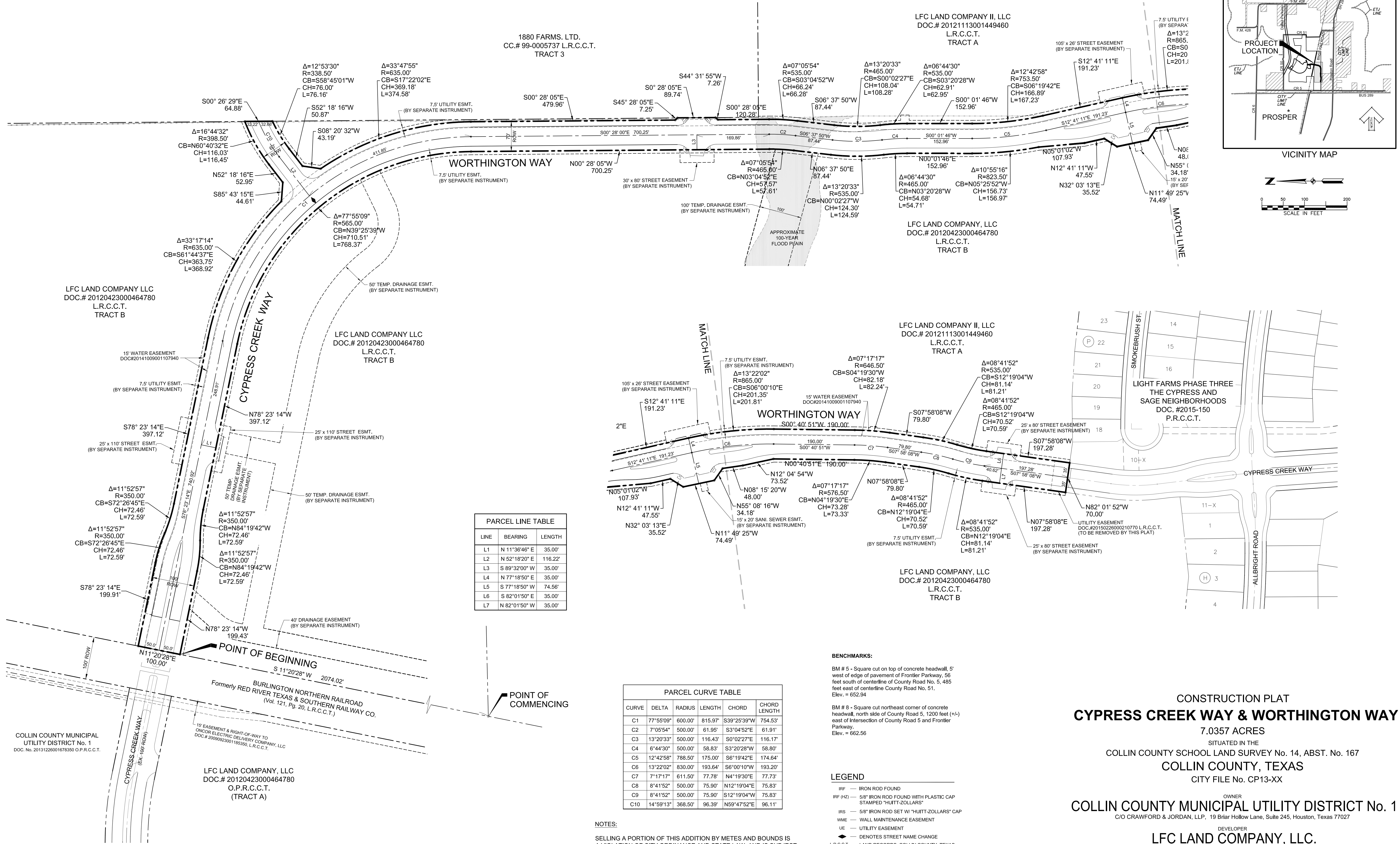
At the Planning and Zoning Commission meeting on November 17, 2015 the Planning and Zoning

Commission voted unanimously to recommend approval of this item.

Staff Recommendation:

Staff recommends that the item be approved subject to the applicant addressing staff's final comments prior to construction commencing.

DWG: h:\c0190501\1300552_CCM&WW_EXT.dwg CCM&WW_CONST PLAT.dwg USER: tam
DATE: Nov 05, 2015 4:38pm XREFS: LF-MASTER-BASE CCM-ww-38as



PARCEL LINE TABLE		
LINE	BEARING	LENGTH
L1	N 11°36'48" E	35.00'
L2	N 52°18'20" E	116.22'
L3	S 89°32'00" W	35.00'
L4	N 77°18'50" E	35.00'
L5	S 77°18'50" W	74.56'
L6	S 82°01'50" E	35.00'
L7	N 82°01'50" W	35.00'

PARCEL CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD LENGTH
C1	77°55'09"	600.00'	815.97'	S39°25'39"W 754.53'
C2	7°05'54"	500.00'	61.95'	S3°04'52"E 61.91'
C3	13°20'33"	500.00'	116.43'	S0°02'27"E 116.17'
C4	6°44'30"	500.00'	58.83'	S3°20'28"W 58.80'
C5	12°42'58"	788.50'	175.00'	S6°19'42"E 174.64'
C6	13°22'02"	830.00'	193.64'	S6°00'10"W 193.20'
C7	7°17'17"	611.50'	77.78'	N4°19'30"E 77.73'
C8	8°41'52"	500.00'	75.90'	N12°19'04"E 75.83'
C9	8°41'52"	500.00'	75.90'	S12°19'04"W 75.83'
C10	14°59'13"	368.50'	96.39'	N59°47'52"E 96.11'

NOTES:

SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

BENCHMARKS:

BM # 5 - Square cut on top of concrete headwall, 5' west of edge of pavement of Frontier Parkway, 56 feet south of centerline of County Road No. 5, 485 feet east of centerline County Road No. 51.
Elev. = 652.94

BM # 9 - Square cut northeast corner of concrete headwall, north side of County Road 5, 1200 feet (+/-) east of intersection of County Road 5 and Frontier Parkway.
Elev. = 662.56

LEGEND

IRF — IRON ROD FOUND
IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUNT-ZOLLARS"
IRS — 5/8" IRON ROD SET W/ "HUNT-ZOLLARS" CAP
WME — WALL MAINTENANCE EASEMENT
UE — UTILITY EASEMENT
— DENOTES STREET NAME CHANGE
L.R.C.C.T. — LAND RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS

CONSTRUCTION PLAT
CYPRESS CREEK WAY & WORTHINGTON WAY
7.0357 ACRES
SITUATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABST. No. 167
COLLIN COUNTY, TEXAS
CITY FILE No. CP13-XX

OWNER
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1
C/O CRAWFORD & JORDAN, LLP, 19 Briar Hollow Lane, Suite 245, Houston, Texas 77027

DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:
HUNT-ZOLLARS
Hunt-Zollars, Inc.
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

NOVEMBER, 2015

OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

Whereas LFC Land Company LLC is the owner a tract of land in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of Tract B as described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the most westerly southwest corner of said LFC Land Company, LLC tract, said point being on the easterly right-of-way line (100' right-of-way) of the Burlington Northern Railroad (formerly Red River Texas & Southern Railway Co.) as recorded in Volume 121, Page 20 (L.R.C.C.T.);

THENCE, along the easterly right-of-way line of said Burlington Northern Railroad, North 11 degrees 20 minutes 28 seconds East, a distance of 2,074.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING;

THENCE, continuing along the easterly right-of-way line of said Burlington Northern Railroad, North 11 degrees 20 minutes 28 seconds East, a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the easterly right-of-way line of said Burlington Northern Railroad South 78 degrees 23 minutes 14 seconds East, a distance of 199.91 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet, subtended by a 72.46 foot chord which bears South 72 degrees 26 minutes 45 seconds East;

THENCE, along said curve to the right an arc distance of 72.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the left having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet, subtended by a 72.46 foot chord which bears South 72 degrees 26 minutes 45 seconds East;

THENCE, along said curve to the left an arc distance of 72.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 23 minutes 14 seconds East, a distance of 397.12 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the right having a central angle of 33 degrees 17 minutes 14 seconds, a radius of 635.00 feet, subtended by a 363.75 foot chord which bears South 61 degrees 44 minutes 37 seconds East;

THENCE, along said curve to the right an arc distance of 368.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";
THENCE, South 85 degrees 43 minutes 15 seconds East, a distance of 44.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 52 degrees 18 minutes 16 seconds East, a distance of 52.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 16 degrees 44 minutes 32 seconds, a radius of 398.50 feet, subtended by a 116.03 foot chord which bears North 60 degrees 40 minutes 32 seconds East;

THENCE, along said curve to the right an arc distance of 116.45 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 26 minutes 29 seconds East, a distance of 64.88 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a central angle of 12 degrees 53 minutes 30 seconds, a radius of 338.50 feet, subtended by a 76.00 foot chord which bears South 58 degrees 45 minutes 01 seconds West;

THENCE, along said curve to the left an arc distance of 76.16 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 52 degrees 18 minutes 16 seconds West, a distance of 50.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 08 degrees 20 minutes 32 seconds West, a distance of 43.19 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the right having a central angle of 33 degrees 47 minutes 55 seconds, a radius of 635.00 feet, subtended by a 369.18 foot chord which bears South 17 degrees 22 minutes 02 seconds East;

THENCE, along said curve to the right an arc distance of 374.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 28 minutes 05 seconds East, a distance of 479.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 45 degrees 28 minutes 05 seconds East, a distance of 7.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 28 minutes 05 seconds East, a distance of 89.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 31 minutes 55 seconds West, a distance of 7.26 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 28 minutes 05 seconds East, a distance of 120.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 07 degrees 05 minutes 54 seconds, a radius of 535.00 feet, subtended by a 66.24 foot chord which bears South 03 degrees 04 minutes 52 seconds West;

THENCE, along said curve to the right an arc distance of 66.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 06 degrees 37 minutes 50 seconds West, a distance of 87.44 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 13 degrees 20 minutes 33 seconds, a radius of 465.00 feet, subtended by a 108.04 foot chord which bears South 00 degrees 02 minutes 27 seconds East;

THENCE, along said curve to the left an arc distance of 108.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 06 degrees 44 minutes 30 seconds, a radius of 535.00 feet, subtended by a 62.91 foot chord which bears South 03 degrees 20 minutes 28 seconds East;

THENCE, along said curve to the right an arc distance of 62.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 01 minutes 46 seconds West, a distance of 152.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 12 degrees 42 minutes 58 seconds, a radius of 753.50 feet, subtended by a 166.89 foot chord which bears South 06 degrees 19 minutes 42 seconds East;

THENCE, along said curve to the left an arc distance of 167.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 12 degrees 41 minutes 11 seconds East, a distance of 191.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 13 degrees 22 minutes 02 seconds, a radius of 865.00 feet, subtended by a 201.35 foot chord which bears South 06 degrees 00 minutes 10 seconds East;

THENCE, along said curve to the right an arc distance of 201.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 40 minutes 51 seconds West, a distance of 190.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 07 degrees 17 minutes 17 seconds, a radius of 646.50 feet, subtended by a 82.18 foot chord which bears South 04 degrees 19 minutes 30 seconds West;

THENCE, along said curve to the right an arc distance of 82.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 07 degrees 58 minutes 08 seconds West, a distance of 79.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 535.00 feet, subtended by a 81.14 foot chord which bears South 12 degrees 19 minutes 04 seconds West;

THENCE, along said curve to the right an arc distance of 81.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the left having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 465.00 feet, subtended by a 70.52 foot chord which bears South 12 degrees 19 minutes 04 seconds West;

THENCE, along said curve to the left an arc distance of 70.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 07 degrees 58 minutes 08 seconds West, a distance of 197.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 82 degrees 01 minutes 52 seconds West, a distance of 70.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 07 degrees 58 minutes 08 seconds East, a distance of 197.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 535.00 feet, subtended by a 81.14 foot chord which bears North 12 degrees 19 minutes 04 seconds East;

THENCE, along said curve to the right an arc distance of 81.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the left having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 465.00 feet, subtended by a 70.52 foot chord which bears North 12 degrees 19 minutes 04 seconds East;

THENCE, along said curve to the left an arc distance of 70.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 07 degrees 58 minutes 08 seconds East, a distance of 79.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 07 degrees 17 minutes 17 seconds, a radius of 576.50 feet, subtended by a 73.28 foot chord which bears North 04 degrees 19 minutes 30 seconds East;

THENCE, along said curve to the left an arc distance of 73.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 40 minutes 51 seconds East, a distance of 190.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 12 degrees 04 minutes 54 seconds West, a distance of 73.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 08 degrees 15 minutes 20 seconds West, a distance of 48.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";
THENCE, North 55 degrees 08 minutes 16 seconds West, a distance of 34.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 11 degrees 49 minutes 25 seconds West, a distance of 74.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 32 degrees 03 minutes 13 seconds East, a distance of 35.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 12 degrees 41 minutes 11 seconds West, a distance of 47.55 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 05 degrees 01 minutes 02 seconds West, a distance of 107.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the right having a central angle of 10 degrees 55 minutes 16 seconds, a radius of 823.50 feet, subtended by a 156.73 foot chord which bears North 05 degrees 25 minutes 52 seconds West;

THENCE, along said curve to the right an arc distance of 156.97 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 01 minutes 46 seconds East, a distance of 152.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 06 degrees 44 minutes 30 seconds, a radius of 465.00 feet, subtended by a 54.68 foot chord which bears North 03 degrees 20 minutes 28 seconds West;

THENCE, along said curve to the left an arc distance of 54.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 13 degrees 20 minutes 33 seconds, a radius of 535.00 feet, subtended by a 124.30 foot chord which bears North 00 degrees 02 minutes 27 seconds West;

THENCE, along said curve to the right an arc distance of 124.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 06 degrees 37 minutes 50 seconds East, a distance of 87.44 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 07 degrees 05 minutes 54 seconds, a radius of 465.00 feet, subtended by a 57.57 foot chord which bears North 03 degrees 04 minutes 52 seconds East;

THENCE, along said curve to the left an arc distance of 57.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 28 minutes 05 seconds West, a distance of 700.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 77 degrees 55 minutes 09 seconds, a radius of 565.00 feet, subtended by a 710.51 foot chord which bears North 39 degrees 25 minutes 39 seconds West;

THENCE, along said curve to the left an arc distance of 768.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 23 minutes 14 seconds West, a distance of 397.12 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet, subtended by a 72.46 foot chord which bears North 84 degrees 19 minutes 42 seconds West;

THENCE, along said curve to the left an arc distance of 72.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet, subtended by a 72.46 foot chord which bears North 84 degrees 19 minutes 42 seconds West;

THENCE, along said curve to the right an arc distance of 72.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 23 minutes 14 seconds West, a distance of 199.43 feet to the POINT OF BEGINNING and CONTAINING 7.0357 Acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No.1 acting herein by and through his(it)s duly authorized officer(s), does hereby adopt this plat designating the herein above described property as CYPRESS CREEK WAY & WORTHINGTON WAY at LIGHT FARMS, additions within the extra-territorial jurisdiction of the City of Celina, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utilities entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements, The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas,

WITNESS, my hand, this the ____ day of _____, 2015.

By:

Authorized Signature of
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

Keller W. Webster, President

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller W. Webster, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Eric J. Yahoudy do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Celina, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862

Date _____

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric J. Yahoudy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2015.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

PROPERTY LOCATION STATEMENT
This property is located in the extraterritorial jurisdiction of the City of Celina, Collin County, Texas.

Signature of Mayor _____ Date of approval _____

ATTEST:

City Secretary _____ Date _____

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on the plat.	
RECOMMENDED BY:	Planning and Zoning Commission City of Celina, Texas
Signature of Chairperson _____	Date of Recommendation _____
APPROVED BY:	City Council City of Celina, Texas
Signature of Mayor _____	Date of Approval _____
ATTEST:	
City Secretary _____	Date _____

CONSTRUCTION PLAT
CYPRESS CREEK WAY & WORTHINGTON WAY
7.0357 ACRES

SITUATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABST. No. 167
COLLIN COUNTY, TEXAS
CITY FILE No. CP13-XX

OWNER
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1
C/O CRAWFORD & JORDAN, LLP, 19 Briar Hollow Lane, Suite 245, Houston, Texas 77027

DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:
HUITT-ZOLLARS
Huitt-Zollars, Inc., Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

NOVEMBER, 2015



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Kleber Tract Chapter 43 agreement.

Action Requested:

Consider and act upon a resolution authorizing the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and William and Wynelle Kleber. (Liebman)

Background Information:

Texas local government code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes.

The agreement states that the property may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:

- Proposed Agreement
- Property Exhibit

Staff Recommendation:

Staff recommends that the item be approved as presented.

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0945 Coleman Watson Survey, Block 4, Tract 38, 11.22 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 1.00 acres and "Land Segment 2" being 10.22 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City

property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the existing single-family residential use in a structure being approximately 1,791 square feet and a barn being approximately 1,600 square feet on the 1.00 acres designated as "Land Segment #1" by Collin County Central Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement

serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 4 day of November, 2015.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
 Name: Mike Foreman
 Title: City Manager
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Mike Foreman, City Manager of the City of Celina, Texas on behalf of said City.

 Notary Public in and for the State of TEXAS

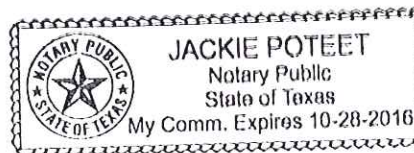
OWNER 1: WILLIAM M. KLEBER

By: William M. Kleber
 Name: William M. Kleber
 Title: Property Owner
 Date: 11-5-15

THE STATE OF TEXAS §
 §
 COUNTY OF Sallen §

This instrument was acknowledged before me on Nov. 5, 2015, by William M. Kleber, owner of said Property.

Jackie Poteet
 Notary Public in and for the State of TEXAS



OWNER 2: WYNELLE H. KLEBER

By: Wynelle H. Kleber

Name: Wynelle H. Kleber

Title: Property Owner

Date: November 5, 2015

THE STATE OF TEXAS

§
§
§

COUNTY OF Dallas

This instrument was acknowledged before me on Nov. 5, 2015, by Wynelle H. Kleber, owner of said Property.

Jackie Poteet

Notary Public in and for the State of TEXAS

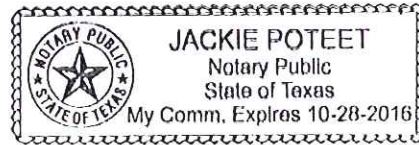
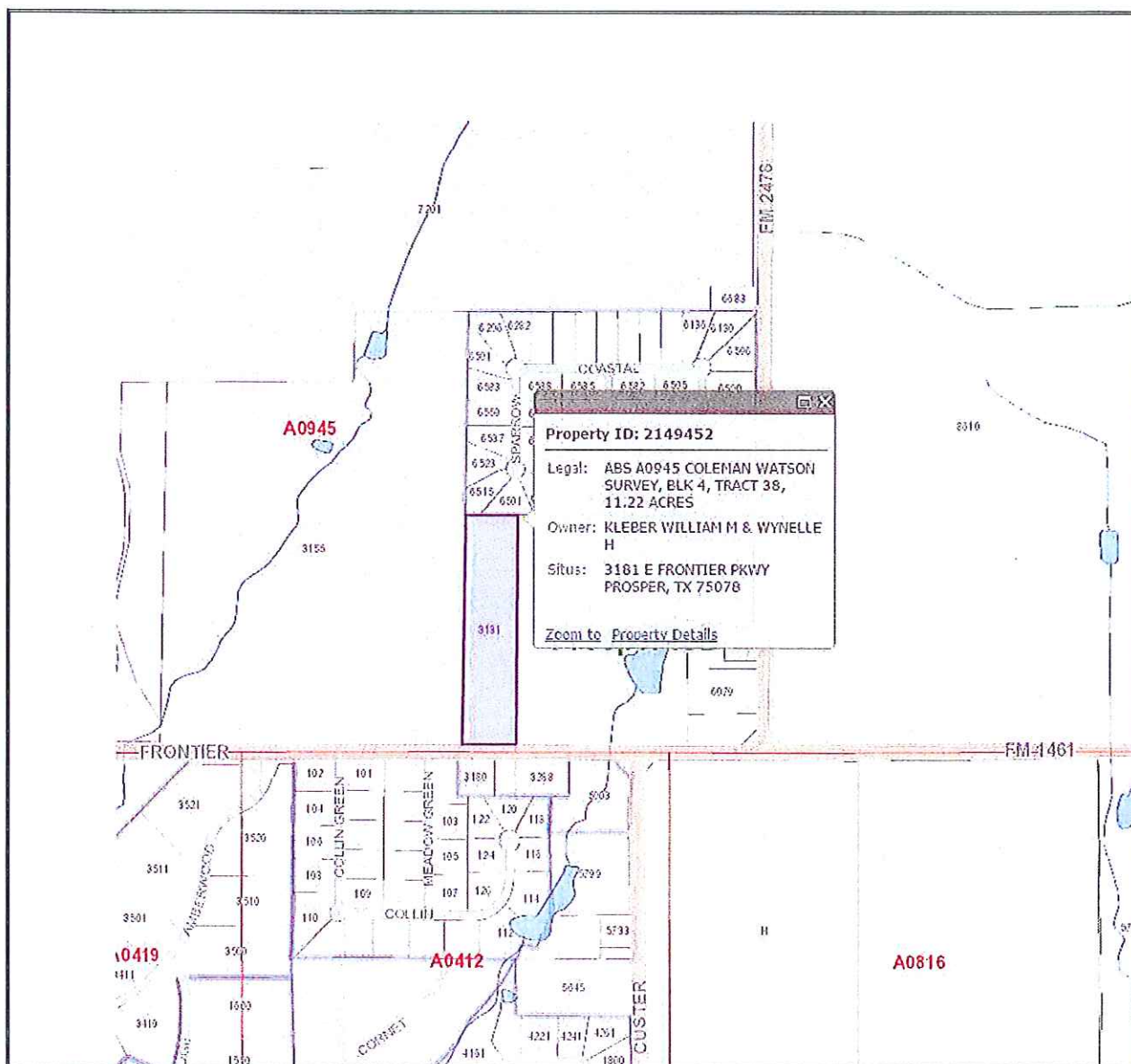
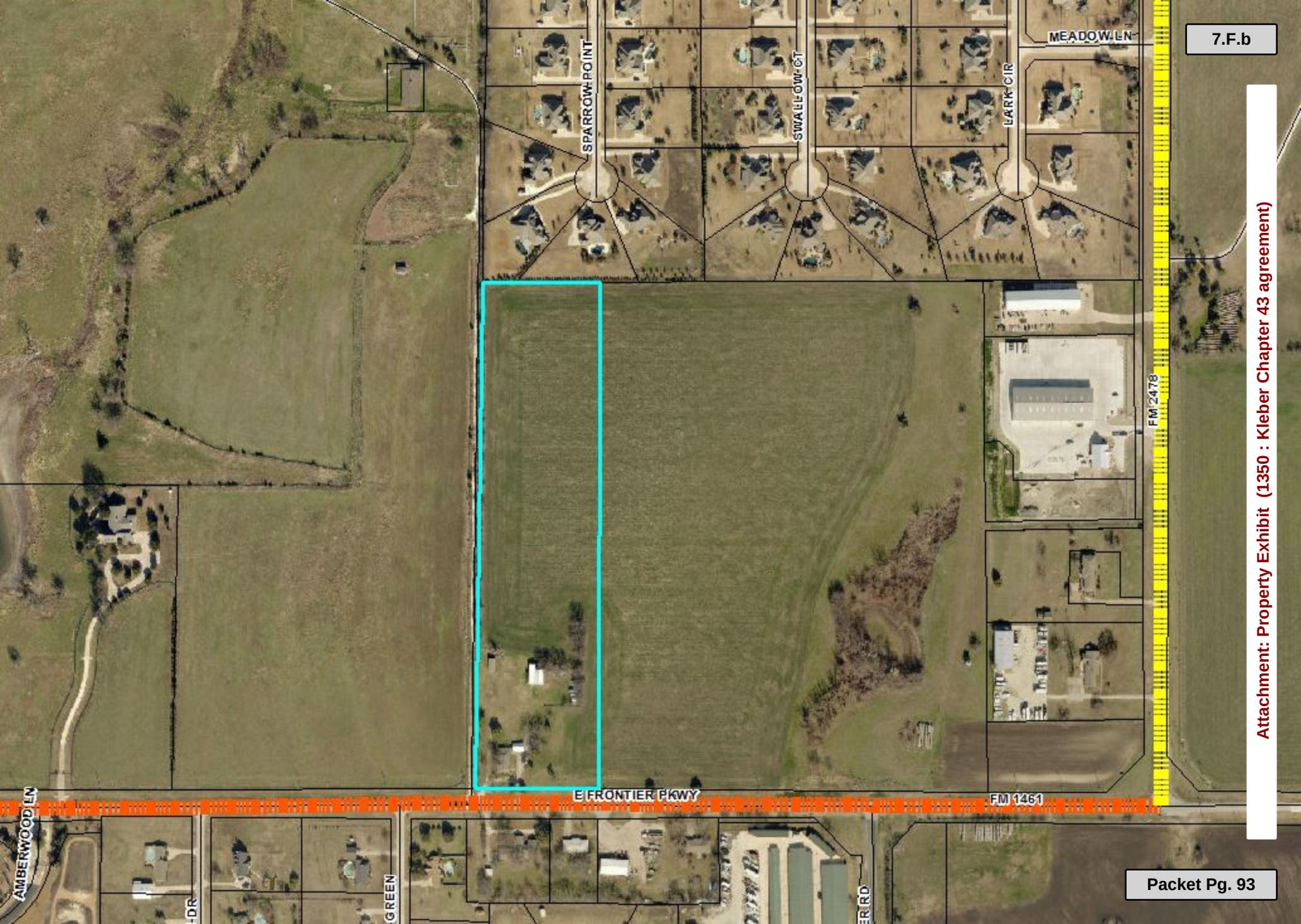


EXHIBIT "A"







Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: December 7, 2015
Re: Approve

Action Requested:

Consider and act to authorize the City Manager to execute contracts with Hill & Wilkinson, Kendrick Mechanical Inc., and Automation Integration For The Renovation Of City Hall. (Montgomery)

Background Information:

Due to the growth of staff, more offices need to be added to City Hall. Through the public bidding process the City has selected Hill & Wilkinson for construction services, Kendrick Mechanical Inc. For HVAC, and Automation Integration for low voltage services.

Financial Considerations:

Hill & Wilkinson - \$133,240

Kendrick Mechanical - \$39,220

Automation Integration Contract - \$16,580

All of these items are accounted for in the City budget

Supporting Documents:

Hill & Wilkinson Contract

Kendrick Mechanical Contract

Automation Integration Contract

Staff Recommendation:

Approve

Automation Integration

701 N Preston Rd
Suite #330
Celina, TX 75009
B-14732 TECL - 26140

Estimate

Date	Estimate #
10/21/2015	E2326

Bill To
City of Celina.

Project		
Description	Quantity	Total
Electric Strike Door - turnkey quote minus door hardware	4	6,000.00T
Double MagLock Door - turnkey quote	2	5,000.00T
Plans	1	500.00T
Cat5 Drop - price is per drop final count may change	18	2,430.00T
24 port Patch Panel	1	150.00T
Alarm w/ 4 wired panic buttons and cell dialer	1	1,000.00T
55" LCD TV w/ wall mount, Apple TV, and wall mount jacks	1	1,500.00T
Subtotal		\$16,580.00
Sales Tax (0.0%)		\$0.00
Total		\$16,580.00

Attachment: Automation Integration (1384 : Remodel)

Signature _____

Phone #	Fax #	E-mail	Web Site
214-432-5981	940-239-6502	eric@automationintegration.net	www.automationintegration.net



Kendrick Mechanical Inc.

October 16, 2015

**Mike Foreman
Michael Montgomery
City of Celina
143 N. Ohio
Celina, TX 75009**

Re: Remodel AC replacement and duct

Kendrick Mechanical Inc. will provide labor and material to perform the following:

HVAC

We will provide and install three (3) Mitsubishi multizone heat pump units with fifteen (15) corresponding wall mounted air handlers.

We will provide and install fifteen (15) Honeywell MHK1 programmable thermostats to operate air handlers.

We will provide and install all necessary materials to install HVAC equipment per local code.

We will disconnect duct to existing 10 ton RTU currently serving remodel area and disable RTU.

We will modify duct for existing Five (5) ton RTU to serve hallways and common areas.

Warranty

Kendrick Mechanical will warranty labor for 60 days from completion of work.

Mitsubishi equipment has a manufacturer warranty of 12 year on all parts when installed by a Diamond contractor.

All other equipment parts covered by manufacturer parts warranty.

Permits and fees

Permits and necessary fees not included for this project.

Exclusions:

Any taxes, permits, or bonds

Any duct work not shown on drawings exhaust duct or make up air.

Any test and balance, roofing, ceiling, painting, electrical, pneumatic, or control type work.

Any work not specified in this scope to be supplied by others.

Any Damage caused by other trades

TERMS

All work is to be done during normal business hours M-F 7:00 am to 4:00pm.

All Scheduling must be phoned or emailed 5 business days prior.

All work and material will be done in accordance with state and local codes.

All equipment and material will meet or exceed national and local energy codes.

Any alteration or deviation from specifications involving extra cost will only be executed upon receipt of written request and become an additional charge over and above estimate.

All draw request should be paid by 3:00pm within ten (10) days of submittal or a

5% late penalty will be applied weekly on the unpaid portion.

Draw requests will be emailed to address specified by customer.

Attachment: KMI (1384 : Remodel)

Kendrick Mechanical Inc. will perform this task for an investment of **\$33,420.00 Thirty-Three Thousand Four Hundred Twenty Dollars** plus applicable taxes.
Pricing effective for 30 days from date above.

OPTION 1

We will provide labor and material to duct return air from lay-in ceiling to existing five (5) ton RTU return plenum that serves common area.

We will provide labor and material to duct return air from lay-in ceiling to existing ten (10) ton RTU return plenum that serves lobby area.

We will perform this task for an investment of **\$5800 Five Thousand Eight Hundred Dollars** plus applicable taxes.

Accepted By:

Signature: _____ PO# _____

Print: _____

Title: _____

Offered By:

Signature: _____

Print: _____ George Kendrick _____

Title: _____ President _____

Thank you for the opportunity to serve you.

George Kendrick
President
Kendrick Mechanical Inc.



KMI

301 E. Malone St.
P.O. Box 1110 Celina TX 75009
(972) 382-1110 office (972) 989-7642 mobile
TACLA022418C TECL29023



Attachment: KMI (1384 : Remodel)

DBIA

DESIGN-BUILD
INSTITUTE OF AMERICA

Design-Build Change Order

For Use with DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum
and DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with GMP Option

Change Order Number: One (1)	Change Order Effective Date: November 9, 2015 (date when executed by both parties)
Project: City Hall Remodeling 142 N. Ohio Celina, Texas 75009	Design-Builder's Project No: 1410
	Date of Agreement:
Owner: City of Celina 142 N. Ohio Celina, Texas 75009	Design-Builder: Hill & Wilkinson Construction Group, Ltd. 2703 Telecom Parkway, Suite 120 Richardson, Texas 75082

Scope of the Change: Final Scope Evaluation Estimate
See Exhibit "A" – Breakdown of Contract Amount
See Exhibit "B" – Project Drawing
See Exhibit "C" – Project Schedule

Original Contract Price:	\$	0.00
Net Change by Previous Change Order Nos: to :	\$	0.00
This Change Order Increase/Decrease (attach breakdown):	\$	133,240.00

New Contract Price: \$ 133,240.00

Original Contract Completion Date:	N/A	200
Adjustments by Change Order Nos. to :	N/A	(calendar days)
This Change Order Contract Time Increase/Decrease:	N/A	(calendar days)

Revised Substantial Completion Date: January 20 2016

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, General Conditions of Contract.

OWNER:
CITY OF CELINA

By: _____

Printed Name and Title: _____

Date: _____

DESIGN-BUILDER: HILL & WILKINSON
CONSTRUCTION GROUP, LTD. dba HILL & WILKINSON
GENERAL CONTRACTORS

By:  _____

Printed Name and Title: Matt Shem – Group Manager

Date: November 9, 2015

Attachment: Hill & Wilkinson (1384 : Remodel)



CELINA CITY HALL RENO
CELINA, TX

7.G.c

October 30, 2015

EXHIBIT "A" - PROJECT COST

2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Scott Cessna
214-299-4300 Main
214-299-4827 Direct
214-299-4888 Fax

ESTIMATE #1 **REV1** - CITY HALL RENOVATION

DESCRIPTION	QTY	UNIT	U.P.	TOTAL
1				
2 DESIGN	1	LS	6,500.00	6,500
3 SUPERVISION	1.16	MOS	8,390.16	9,756
4 GENERAL REQUIREMENTS				
5 Progress Clean	1.75	WKS	840.00	1,470
6 Dumpsters	2	LDS	350.00	700
7 DEMOLITION	1	LS	6,475.00	6,475
8 REV1 Demolition at Muni Court & Utilities	1	LS	1,680.00	1,680
9 REV1 - Demo Existing Carpet	635	SF		Included
10 REV1 - Demo Existing Half Walls	53	LF		Included
11 REV1 - Demo Existing Doors Frame	Excluded			Excluded
12 REV1 - Demo Existing Clerk Counter/Workstation (for New Lower Workstation)	2	EA		Included
13 Demo Existing Walls	139	LF		Included
14 Demo Existing Millwork (Outside Plan Review Area)	4	LF		Included
15 Demo Existing Doors & Frames (Salvage Doors for Reuse where Applicable)	5	EA		Included
16 Demo Existing Carpet	2,172	SF		Included
17 Demo Existing Ceiling	2,176	SF		Included
18 Demo Existing Customer Kiosk	w/ Alternate 3			w/ Alternate 3
19 MEP Demolition	w/ MEP			w/ MEP
20 MISCELLANEOUS BUILDING SHELL MODIFICATIONS	Excluded			Excluded
21 CONCRETE	Excluded			Excluded
22 MASONRY	Excluded			Excluded
23 STRUCTURAL & MISC STEEL	Excluded			Excluded
24 FINISH CARPENTRY				
25 PLAM Countertops	1	LS		Included
26 - at Plan Review Customer Counter	Existing			Existing
27 REV1 - at Work Station (Plan Review Area)	Excluded			Excluded
28 REV1 - at Muni Court (2ea - back to back)	10	LF	45.00	450
29 REV1 - at Utility Billing (2ea - back to back)	8	LF	45.00	360
30 - Countertop Supports	6	EA	100.00	600
31 PLAM Uppers, Lower & Countertop	1	LS		Included
32 - at Work Copy Areas(excluding Muni/Util Area)	12	LF	250.00	3,000
33 REV1 PLAM Layout Table w/ Plan Storage Below	Excluded			Excluded
34 Solid Surface	Excluded			Excluded
35 WATERPROOFING & SEALANTS	Excluded			Excluded
36 ROOFING	Excluded			Excluded
37 DOORS, FRAMES, HARDWARE				
38 REV1 Reuse Salvaged 3x8 SCW Doors	5	LVS		Included
39 New 3x7 SCW Doors	7	LVS	380.00	2,660
40 New 3x7 Door Frames	7	EA	185.00	1,295
41 REV1 New 3x8 Door Frames (at Salvaged Doors)	5	EA	250.00	1,250
42 Hardware Sets - Reuse Existing Where Applicable	12	EA	425.00	5,100
43 Sidelites	Excluded			Excluded
44 Installation	w/ Drywall			w/ Drywall
45 SPECIAL DOORS & DOCK EQUIPMENT	Excluded			Excluded
46 GLASS & GLAZING				
46 REV1 Teller Windows - 4'W	196		45.00	8,820
47 Glass at Doors & Sidelites	Excluded			Excluded

Attachment: Hill & Wilkinson (1384 : Remodel)

City of Celina _____ Initials Hill & Wilkinson Construction Group, Ltd. MS Initials

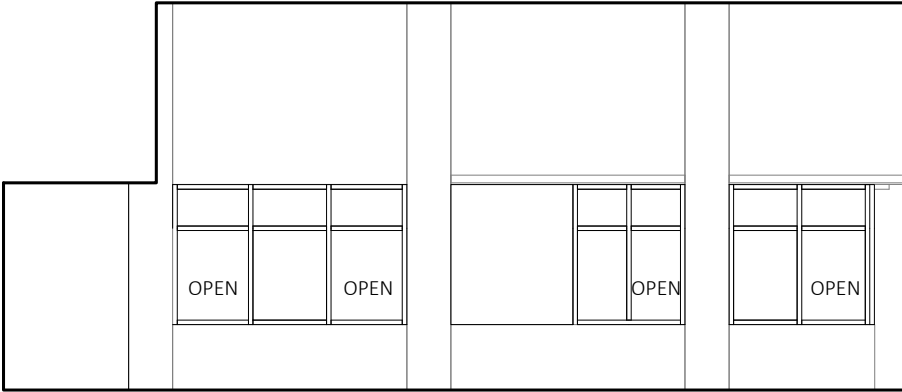
DESCRIPTION	QTY	UNIT	U.P.	TOTAL
48 DRYWALL & ACOUSTICAL				
49 Temporary Dust Partitions	Excluded			Excluded
50 REV1 Interior Partitions - 12' Tall Max	288	LF	50.00	14,400
51 REV1 Extend Existing Interior Partitions	6	LF	100.00	600
51 Interior Partitions - 4' Tall Max at Work Stations	37	LF	40.00	1,480
52 Inwall Insulation	3,456	SF	0.65	2,246
53 2x4 Layin Ceiling	1,917	SF	2.75	5,272
54 - Insulation Above	Excluded			Excluded
55 Gyp Ceilings	Excluded			Excluded
56 REV1 Install Door & Frame	12	LVS	175.00	2,100
57 REV1 Patch Wall at Removed Door & Frame	Excluded			Excluded
57 Misc Blocking	1	LS		Included
58 FLOORING				
59 REV1 CPT	308	SY	25.00	7,700
60 REV1 Rubber Base	683	LF	1.15	786
61 REV1 Wood Base - Match Existing - Possible Reuse Salvaged Base	120	LF	6.00	720
62 Patch Flooring at Kiosk Removal	w/ Alternate 3			w/ Alternate 3
63 Minor Floor Prep / Glue Removal	2,519	SF	0.30	756
64 PAINTING				
65 REV1 Tape & Bed New Gyp Walls	6,128	SF	0.70	4,290
66 REV1 Paint New Gyp Walls	6,128	SF	0.45	2,758
67 REV1 Paint Existing Walls to Remain (Within Work Area)	3,296	SF	0.45	1,483
68 Stain Wood Doors	Excluded			Excluded
69 Paint Door Frames	Excluded			Excluded
70 Stain/Paint Millwork	Excluded			Excluded
71 REV1 Touch-up Salvaged Wood Base	120	LF	5.00	600
72 Refinish Existing Finish Carpentry	Excluded			Excluded
73 MISCELLANEOUS SPECIALTIES	Excluded			Excluded
74 FIRE PROTECTION	Excluded			Excluded
75 HVAC	By Others			By Others
76 PLUMBING	By Others			By Others
77 Demo Sink - Cap Plumbing	1	EA	450	450
78 REV1 ELECTRICAL	1	LS	16,315.00	16,315
79 Make Safe for Demolition	1	LS		Included
80 Power to New Rooftop HVAC Equip (3-Units - 20AMP; 220 Circuits to Each)	1	LS	1,500	1,500
81 Convenience Outlets	1	LS		Included
82 Telephone/Data Rough-in Stub Above Ceiling	1	LS		Included
83 Reuse/Relocate Existing Fixtures - Relamp & Clean	1	LS		Included
84 Furnish/Install 2x4 Fixtures (match Existing)	10	EA		Included
85 Furnish/Install Can Light Fixtures	17	EA		Included
86 FIRE ALARM SYSTEM & DEVICES	By Others			By Others
87 VOICE/DATA CABLING, EQUIPMENT & DEVICES	By Others			By Others
88 Make Safe and Demolition of Existing	By Others			By Others
89 SECURITY/ACCESS CONTROL CABLING, EQUIPMENT & DEVICES	By Others			By Others
90				
91	SUBTOTAL			113,572
92 Building Permit Allowance				0
93 P & P Bond				Excluded
94	SUBTOTAL			113,572
95 Construction Contingency				0
96	SUBTOTAL			113,572
97 Overhead				7,555
98	SUBTOTAL			121,127
99 Contractor's Fee				12,113
100	SUBTOTAL			133,240
101 Renovation Tax				0
TOTAL				133,240

Attachment: Hill & Wilkinson (1384 : Remodel)

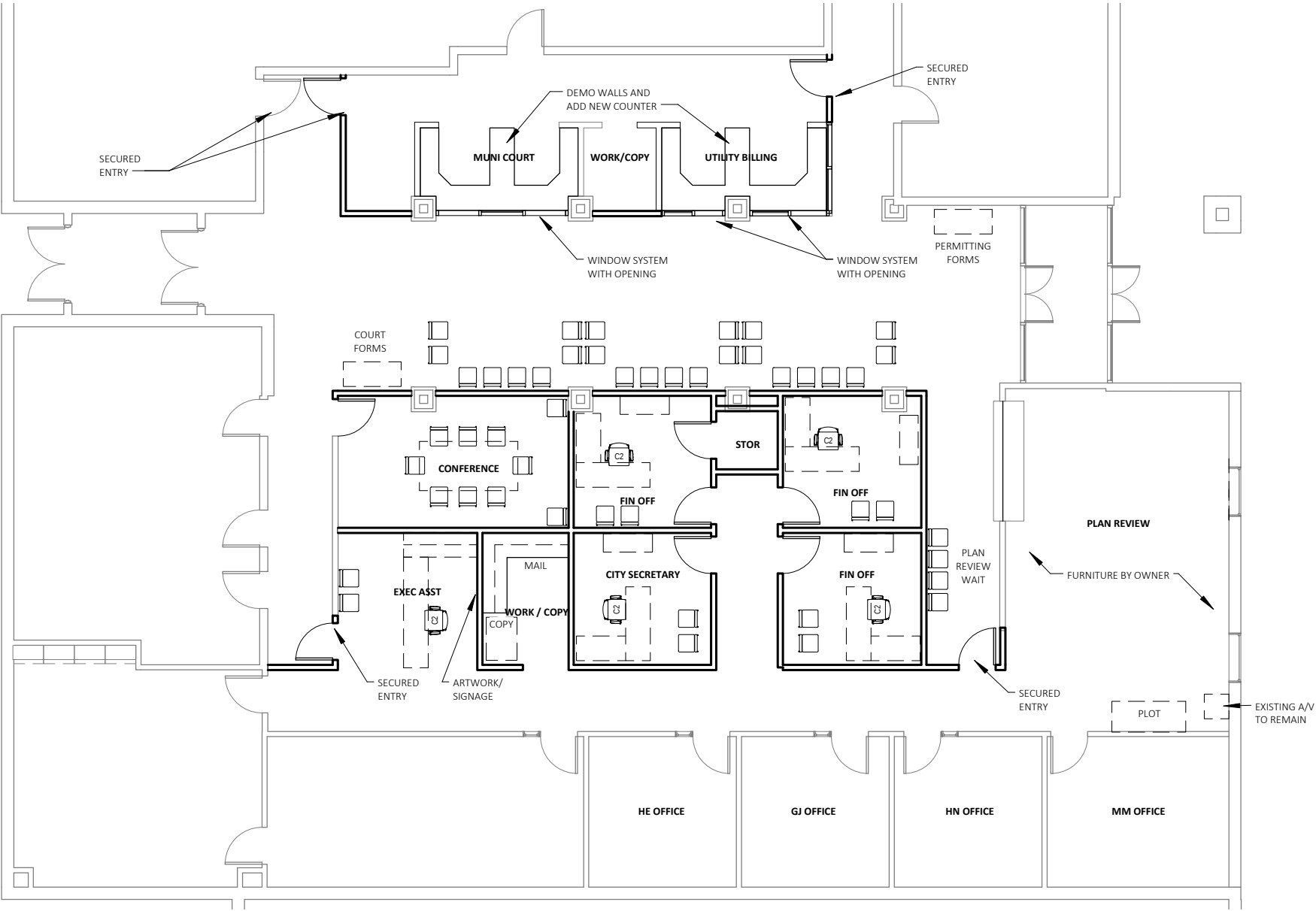
DESCRIPTION	QTY	UNIT	U.P.	TOTAL
QUALIFICATIONS:				
1 This proposal reflects entire workspace and adjacent areas to be unoccupied during construction.				
2 This proposal reflects all work to be performed during normal working hours.				
3 This proposal assumes the existing electrical service to be sufficient to serve new office layout.				
4 See estimate detail for additional qualifications & exclusions.				
EXCLUSIONS:				
1 Testing for and abatement of hazardous or contaminated materials, including mold.				
2 Utility company charges or fees.				
3 Materials testing and inspection.				
4 Payment and performance bond.				
5 LEED certification.				
6 Premium costs for sustainable construction/materials.				
7 Building permit (assumed N/A)				
8 Taxes (assumed N/A)				
9 Rework of existing exterior storefront systems for new security hardware/devices (assumed by Security).				
10 FF&E.				
11 Code required upgrades.				
12 Level 5 finishes.				
13 Furniture removal/replacement.				
14 Floor moisture mitigation & remediation.				
15 Flooring at Lobby & Vestibule areas.				
16 Flooring outside of renovated area.				
17 HVAC (by Owner)				
18 Security & Low Voltage (by Owner)				
ALTERNATES:				
1 Renovate Municiple Cout & Utilities Work Area (Excluding Teller Window - See Alt 1a for Breakout)				Included
1a. Teller Windows - 4'W w/ Slide & Locking Features (at Municiple Court & Utilities Billing)				Included
2 Remove Customer Kiosk & Patch Tile Floor				\$ 1,400 Add
3 Delete Workstations & Plan Review Table at Plan Review Area (assume to be part of Furniture by Owner)				Included
4 Mr. Foreman's Office Window (Installed at High Elevation - Top of Wall)				\$ 9,400 Add

Attachment: Hill & Wilkinson (1384 : Remodel)

EXHIBIT "B" - PROJECT DRAWING



2 MUNI COURT ELEVATION
1/8" = 1'-0"



10/30/15



City of Celina
Hill & Wilkinson Construction Group, Ltd.

MS

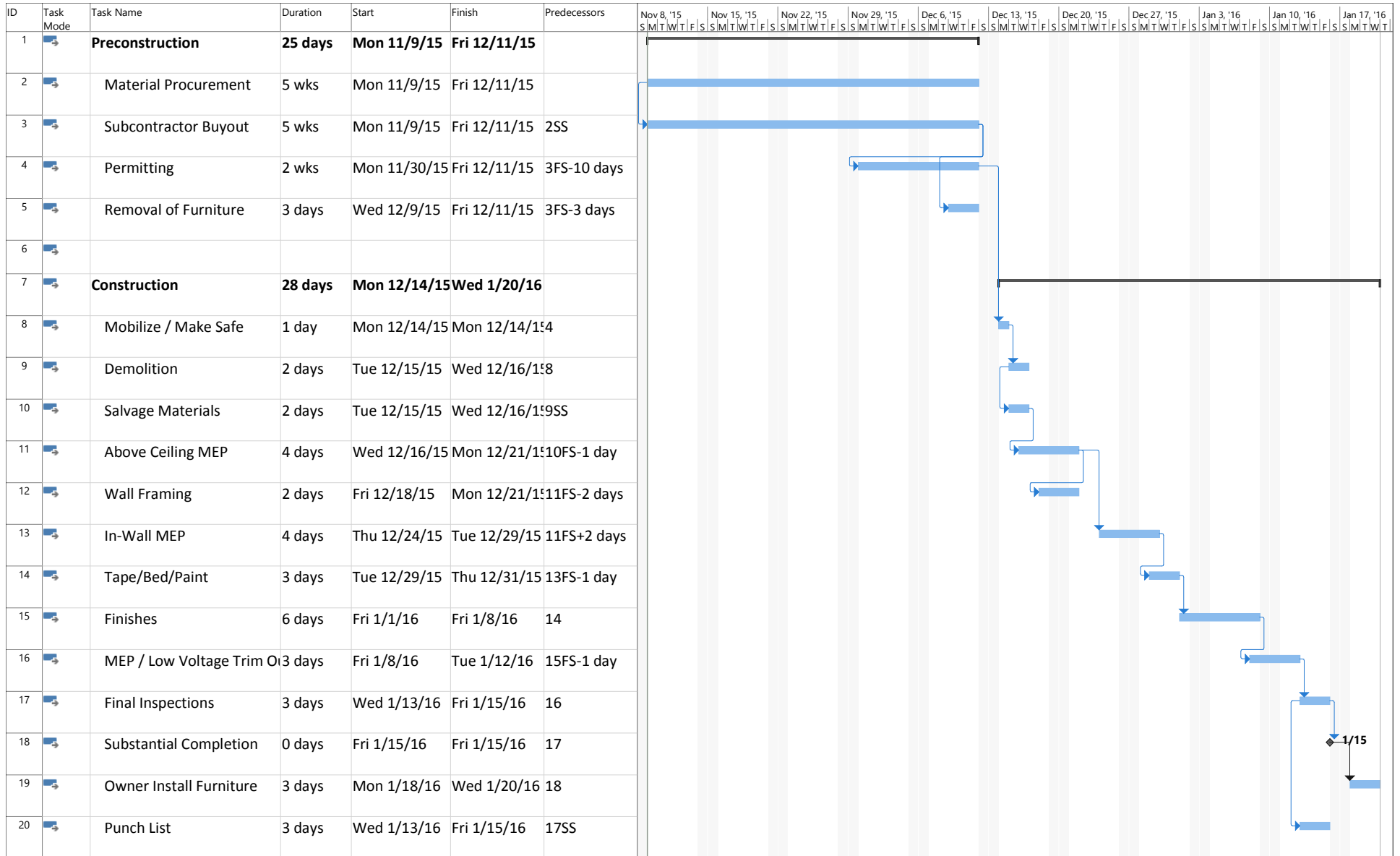
CELINA CITY HALL RENOVATION

Initials
Attachment: Hill & Wilkinson (1384 : Remodel)



7.G.C

EXHIBIT "C" - PROJECT SCHEDULE



City of Celina
Hill & Wilkinson Construction Group, Ltd.

Initials

Initials

Project: Celina Master Schedule	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: No Parking Sunset Boulevard

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas amending the City's Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12.04, Parking, Section 12.04.002, Parking Restrictions on Specific Streets; prohibiting parking on the north side of the entire length of W. Cedar Street from the intersection of S. Arizona Drive to the intersection of S. Utah Street, the western side of the entire length of S. Utah Drive from the intersection of W. Cedar Street to the intersection of W. Sunset Boulevard/W. Carl Darnall Parkway, and the entire length of W. Sunset Boulevard/W. Carl Darnall Parkway. (Liebman)

Background Information:

Staff has been directed to facilitate the prohibition of parking on W. Sunset Boulevard. Vehicles parked on W. Sunset Boulevard have created an access, safety and visibility problem for drivers traveling this road.

In order to facilitate the restrictions of parking on Sunset Boulevard staff is recommending amending the current no parking provisions on Cedar Street and Utah Drive to prohibit parking on one side of the road rather than the entire road. This is being proposed to provide staff and visitors to the elementary school adequate parking places during events. (Meet the Teacher Night, school plays, etc.)

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance and found it to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.04, PARKING, SECTION 12.04.002 PARKING RESTRICTIONS ON SPECIFIC STREETS; PROHIBITING PARKING ON THE NORTH SIDE OF THE ENTIRE LENGTH OF W. CEDAR STREET FROM THE INTERSECTION OF SOUTH ARIZONA DRIVE TO THE INTERSECTION OF SOUTH UTAH STREET, THE WESTERN SIDE OF THE ENTIRE LENGTH OF SOUTH UTAH DRIVE FROM THE INTERSECTION OF WEST CEDAR STREET TO THE INTERSECTION OF SUNSET BOULEVARD / CARL DARNALL PARKWAY, AND THE ENTIRE LENGTH OF SUNSET BOULEVARD / CARL DARNALL PARKWAY; PROVIDING A PENALTY CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a Type A General Law municipality located in Collin County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City of Celina, Texas, is empowered under the Texas Local Government Code, Section 51.001 to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the City, under Section 311.002 of the Texas Transportation Code, is given exclusive control over the highways, streets, and alleys of the City.

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest of the citizens of the City.

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

SECTION 1

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 2 **ADMENDMENT**

- 3.01 That the Celina Code of Ordinances, Chapter 12: Traffic and Vehicles; Article 12.04: Parking; Section 12.04.002, Parking restrictions on specific streets, shall be amended to add the following streets:

Street	Location	Special Provisions
South Utah Drive	The western side of the entire length of Utah Drive from the intersection of West Cedar Street to the intersection of Sunset Boulevard / Carl Darnall Parkway.	No parking at any time.
West Cedar	The north side of the entire length of West Cedar Street from the intersection of South Arizona Drive to the intersection of South Utah Drive.	No parking at any time.
Southern half of the eastern length of the 100 block of North Arizona Drive.	From the intersection of F.M. 455 to the intersection of West Pecan Street.	No parking at any time.
Northern half of the western length of the 100 block of North Arizona Drive.	From the intersection of F.M. 455 to the intersection of West Pecan Street.	No parking at any time.
West Sunset Boulevard / Carl Darnall Parkway	West Sunset Boulevard / Carl Darnall Parkway	No parking at any time.

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

SECTION 2 **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than five hundred dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 3

CUMULATIVE REPEALER CLAUSE

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

SECTION 4

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 parking and traffic 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 6

SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole 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

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in two issues of the Official newspaper of the City of Celina, the Caption, Penalty and Effective Date clause of this Ordinance as required by the Texas Local Government Code.

SECTION 8

ENGROSSMENT AND ENROLLMENT

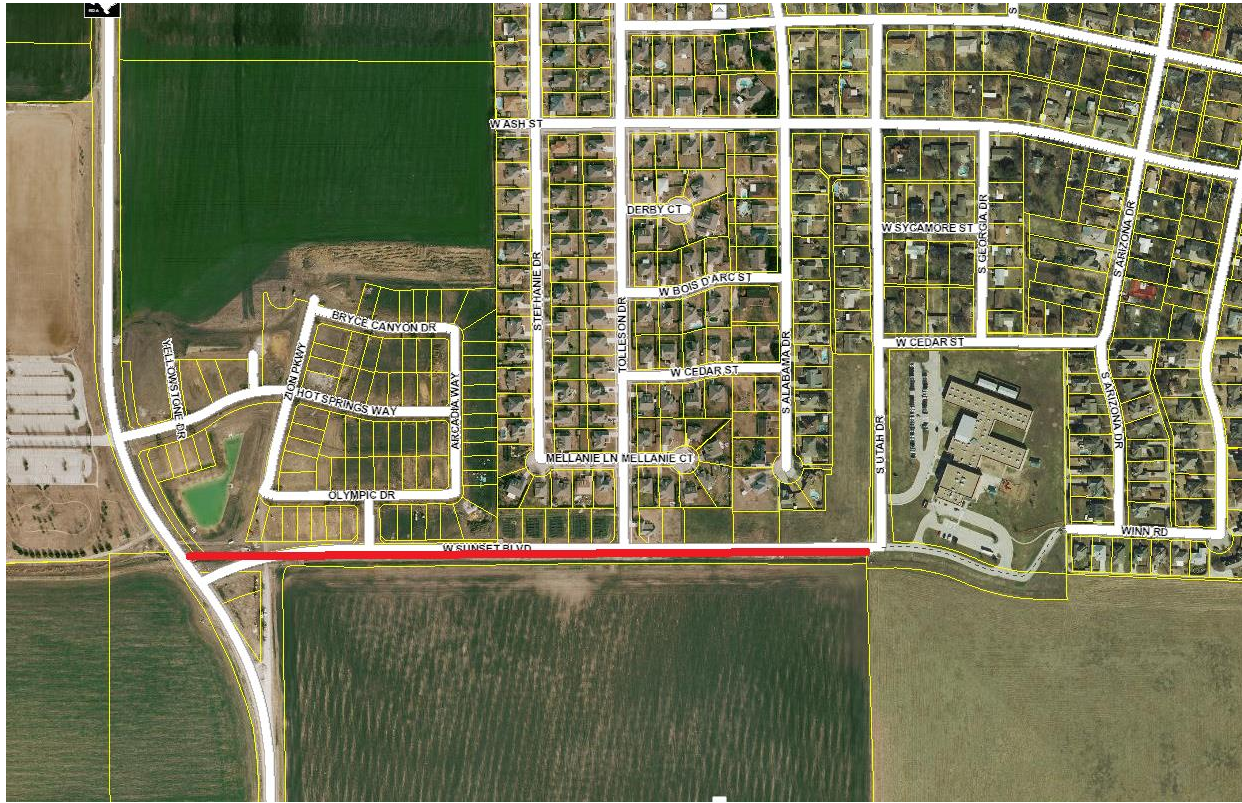
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Publication Clause, Penalty and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

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

Exhibit A

Attachment: No Parking Sunset aka Carl Darnall (1388 : No Parking, Sunset Blvd aka Carl Darnall)



Attachment: No Parking Sunset aka Carl Darnall (1388 : No Parking, Sunset Blvd aka Carl Darnall)

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the _____ day of _____ 2015.

SEAN TERRY, MAYOR
CITY OF CELINA, TEXAS

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment: No Parking Sunset aka Carl Darnall (1388 : No Parking, Sunset Blvd aka Carl Darnall)



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: December 7, 2015
Re:

Action Requested:

Consider and act upon a resolution to support participation in a Regional Water Distribution Study. (Johnson)

Background Information:

On May 6th of this year a meeting was held by the Authority in Whitesboro City Hall to discuss the possibility of pursuing an engineering study to investigate the feasibility and cost of preparing a regional water distribution study to serve retail water providers in the North Central Texas area. This study is intended to include parts of northwestern Collin County, northeastern Denton County, southeastern Cooke County and southwestern Grayson County.

After the meeting each of the retail water providers expressed interest in the project and the holders of the current water storage contracts in Lake Texoma were contracted to determine their interest in pursuing this project. The Texas Water Development Board (TWDB) has indicated a willingness to consider an application to fund 50% of the cost of this engineering study. We estimate the total study cost to be \$200,000. Half of the cost of the study must be provided by local funds. In an effort to provide the necessary local share, GTUA is requesting that Celina consider providing \$9,000 as its portion of the local funds needed to undertake this effort.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

\$9,000. Has not been budgeted as part of FY16, but money is available from multiple budget lines.

Legal Review:

The City Attorney has reviewed the proposed contract for content and form.

Supporting Documents:

Resolution

Staff Recommendation:

Approve



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

November 2, 2015

Mr. Mike Foreman
City Manager
City of Celina
142 N Ohio St
Celina, TX 75009

Re: Participation in Regional Water Distribution System Study

On May 6th of this year a meeting was held by the Authority in the Whitesboro City Hall to discuss the possibility of pursuing an engineering study to investigate the feasibility and cost of preparing a regional water distribution study to serve retail water providers in the North Central Texas area. This study is intended to include parts of northwestern Collin County, northeastern Denton County, southeastern Cooke County and southwestern Grayson County.

After the May 6th meeting, each of the retail water providers expressing interest in the project and the holders of current water storage contracts in Lake Texoma were contacted to determine their interest in pursuing this project. After contacting everyone it appears that there is sufficient interest to take the next step in this process. The Texas Water Development Board (TWDB) has indicated a willingness to consider an application to fund 50% of the cost of this engineering study. We estimate the total study cost to be \$200,000. This estimate has been revised after we received suggestions from some of the participants regarding information they felt should be included in the study. Half of the cost of the study must be provided by local funds.

In an effort to provide the necessary local share, I am requesting that you consider providing \$9000 as your portion of the local funds needed to undertake this effort. A suggested resolution of support and a pledge of financial support in the amount of \$9000 is attached for your consideration. The application to the TWDB must be filed by January 2016 in order to be considered for funding. Will you request your council/ board to consider this matter at your earliest opportunity so that we can move forward with the application to the TWDB? If you need additional information or desire to have me attend your meeting, please let me know as soon as possible.

Sincerely,

Drew Satterwhite P.E.
General Manager
GTUA

A Resolution by the City Council of Celina Relating to the Submission of an Application to the Texas Water Development Board Seeking Financial Assistance for the Development of an Engineering Study to Determine Feasibility of a Texoma Regional Water Distribution System.

Whereas, the Greater Texoma Utility Authority (the Authority) has secured 50,000 acre feet of water storage in Lake Texoma under provisions of The Water Resources Act of 1986 from the U.S. Army Corps of Engineers; and

Whereas, the Authority made these water storage rights available to retail water providers in the area; and

Whereas, the fifteen (15) area water providers took action to acquire a portion of those water storage rights in Lake Texoma for its future use; and

Whereas, the Authority is now in the process of seeking to undertake an engineering study to determine the most feasible method of treating and transporting water from Lake Texoma to retail water providers who have purchased and expect to need surface water to meet their future water demands; and

Whereas, The Texas Water Development Board has a financial assistance program to provide fifty per cent (50%) of the cost of regional water and wastewater facility planning; and

Whereas, the Authority has identified a budget of two hundred thousand (\$200,000) dollars necessary to examine the possibilities for developing a regional distribution water system; and

Whereas, the local share of this project will be on hundred (\$100,000) dollars to support the funding sought from the Texas Water Development Board;

Now, therefore be it resolved by the City Council of Celina that;

- I. The City Council of Celina supports this effort to develop an economical method to treat and transport surface water from Lake Texoma to area retail water providers.
- II. The City Council of Celina commits to provide up to \$9000 as a part of the local share of the funds necessary to support this investigation.

On a motion of _____, Seconded by _____ the foregoing resolution was passed and approved this ____ day of _____ 2015.

Signature of Mayor

Attest by City Secretary



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Pacheco Koch Surveying Agreement

Action Requested:

Consider and act upon the renewal of the miscellaneous professional land surveying services agreements between Pacheco Koch Consulting Engineers, Inc. (PKCE) and the City of Celina, Texas. (Liebman)

Background Information:

Periodically the City has a need for miscellaneous professional land surveying services for projects such as easement location, boundary location, and other field surveying and deed research tasks. The City's previous agreement with Pacheco Koch expired on October 1, 2014. The City passed an extension to this agreement on August 15th which extended the agreement until December 31, 2015. During which time the City and PKCE have negotiated a new contract that shall run for a period of twelve months.

Financial Considerations:

N/A

Legal Obligations and Review:

The City Attorney has reviewed to agreement for content and form.

Supporting Documents:

- Miscellaneous professional land surveying services agreement.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the agreement as presented.

Staff Recommendation:

Staff recommends that the item be approved as presented

MASTER SERVICES AGREEMENT

Miscellaneous Professional Land Surveying Services

City of Celina, Texas

This agreement is made between the City of Celina, Texas ("City"), 142 North Ohio Street, Celina, Texas 75009-6201 and Pacheco Koch Consulting Engineers, Inc. ("Surveyor"), 7557 Rambler Road, Suite 1400, Dallas, Texas 75231-2388.

The City's Planning and Development Services Department administers surveying of numerous City of Celina properties (i.e., "Projects") throughout the City and beyond the City limits as directed. The City requires the services of a Registered Professional Land Surveyor in relation to these Projects. It is hereby agreed that City does hereby retain Surveyor to provide these required services, such agreement to be subject to the following items, conditions and stipulations:

Surveyor enters into this agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Surveyor and Surveyor's employees. Surveyor, or Surveyor's employees, shall not look to the City as his/her employer, partner, or agent.

NOW, THEREFORE, City and Surveyor, for the consideration hereinafter set forth, agree as follows:

ARTICLE I – SURVEYOR'S SERVICES

Surveyor shall provide Surveying Services for various City of Celina Departments in compliance with the *Professional Land Surveying Practices Act, Chapter 1071, Texas Occupations Code, and the most current "General Rules of Procedures and Practices" of the Texas Board of Professional Land Surveying, and all applicable laws*. Personnel and services shall be paid as indicated in the attached Unit Price Schedule (Exhibit A). The scope of services may vary from Project to Project and may include, but are not limited to, staking, right of way and easement exhibits, plat review, Original Donation research, survey preparation for city projects and cross-section development. The scope of services shall be determined by City personnel or by mutual agreement between City and Surveyor.

ARTICLE II – TERM OF CONTRACT

The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of twelve (12) months thereafter. The contract term may be extended by mutual agreement of the parties.

ARTICLE III - REPRESENTATIVES

The City Director of Planning & Development is designated as City's representative to Surveyor with respect to the work to be performed under this agreement; however, no change orders are effective until approved by the City Council. Mark A. Pacheco, P.E., R.P.L.S., President of Pacheco Koch Consulting Engineers, Inc., is designated as Surveyor's representative to City.

ARTICLE IV - COMPENSATION

Surveyor will submit a written fee proposal to City for each Project prior to starting work. Surveyor will invoice City for work performed on a monthly basis and each Project will be invoiced separately. For each Project, City shall compensate Surveyor for its services on either a Unit Price (Not-to-Exceed) basis or on a Lump Sum basis as selected by the City. The Unit Prices shall be as set forth in attached Exhibit A hereto and made a part hereof for all purposes. During the term of any extension to the term of this contract, the prices contained in Exhibit A shall remain the same, unless the parties agree otherwise. No interest shall be due on any late payments until they are at least sixty (60) days past due. Interest shall not exceed 1.0% per month simple interest.

ARTICLE V – RIGHT OF ENTRY

City will obtain and provide right of entry to private properties as necessary for Surveyor to perform the work under this contract.

ARTICLE VI - INDEMNIFICATION

Surveyor shall and does hereby agree to indemnify and hold harmless the City of Celina, its agents and assigns from any and all damages, loss or liability of any kind, whatsoever, by reason of injury to property or to third persons caused by the omission or act of Surveyor, its officers, agents, employees, invites or other persons for whom it is legally liable, with regard to the performance of this agreement.

Acceptance by City of Surveyor's work shall not constitute, nor be deemed, a release of the responsibility and liability of Surveyor, its employees, subcontractors, agents and consultants for the accuracy and competency of Surveyor's work; nor shall such acceptance be deemed to be an assumption of such responsibility by City for any defect, error or omission in Surveyor's work, its employees, subcontractors, agents and consultants. Surveyor shall, without additional costs or fee, correct or revise any errors or deficiencies in his performance. Surveyor shall carry professional liability insurance in an amount not less than \$500,000.00.

ARTICLE VII – COMPLIANCE WITH LAWS

Surveyor, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Celina, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Surveyor shall complete only the Professional Land Surveying Services as required in the performance of the services contracted for herein. However, Surveyor carries no responsibilities or obligation for any use beyond the intent of the survey at the time the survey is produced.

ARTICLE VIII – CITY'S RIGHTS AND OWNERSHIP OF DOCUMENTS

All of Surveyor's work products under this agreement including, but not limited to, drawings, computer files and all other documents completed or partially completed, shall be the property of City, to be used as City desires provided, however, that Surveyor carries no responsibilities or obligation for any use beyond the intent of the survey at the time said survey is produced. Surveyor specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE IX - SUCCESSORS AND ASSIGNS

City and Surveyor each bind himself, his partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither City nor Surveyor shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

ARTICLE X – PROVISION FOR TERMINATION/INTERRUPTION

City may terminate or suspend Surveyor's services under this agreement at any time and for any reason upon paying all sums due Surveyor for work up to the time of termination and after giving Surveyor seven (7) calendar days prior written notice by certified mail. Payment, in the event of termination or abandonment of Surveyor's services of this project by City, shall be made to Surveyor for all services performed to the date of same. Upon payment in the event of termination or abandonment, all documents prepared by Surveyor shall become the property of City.

If the contract is terminated because of material breach of this agreement by Surveyor, City shall notify Surveyor in writing and may have the remaining work and services to be performed by Surveyor performed by another independent firm, and Surveyor shall be liable to City for all reasonable excess costs accrued by City thereof.

ARTICLE XI - VENUE

Venue for this contract shall be in Collin County, Texas.

ARTICLE XII - SEVERABILITY

In the event that any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XIII – EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the City and the Surveyor and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED this _____ day of _____, 2015.

CITY OF CELINA, TEXAS

PACHECO KOCH CONSULTING ENGINEERS, INC.

Sean Terry, Mayor

Mark A. Pacheco, PE, RPLS, President

ATTEST:

ATTEST:

Vicki Faulkner, City Secretary

James A. Koch, Jr., PE, RPLS, Vice President

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
UNIT PRICE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>	
<u>Surveying Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal	\$ 190.00	per hour
Senior Project Manager (RPLS)	\$ 140.00	per hour
Project Manager (RPLS)	\$ 120.00	per hour
Project Surveyor (RPLS)	\$ 95.00	per hour
Survey Intern (SIT)	\$ 90.00	per hour
Senior Survey Technician	\$ 90.00	per hour
Survey Technician	\$ 75.00	per hour
1-Person Survey Field Crew*	\$ 95.00	per hour
2-Person Survey Field Crew *	\$ 135.00	per hour
3-Person Survey Field Crew*	\$ 195.00	per hour
Research Manager	\$ 70.00	per hour
Abstractor/Researcher	\$ 50.00	per hour
Administrative Assistant	\$ 70.00	per hour
Expert Witness Testimony	\$ 350.00	per hour
*(Includes GIS and/or Robotic Total Stations)		
<u>Other Direct Expenses:</u>		
Boat with Motor	\$ 300.00	per day
ATV	\$ 85.00	per day
Terrestrial Laser Scanner	\$ 80.00	per hour
<u>In-house Reproduction:</u>		
Black line bond plots	\$ 0.50	per sq. ft.
Color bond plots	\$ 3.00	per sq. ft.
Color prints/photocopies (8-1/2" x 11")	\$ 1.00	each
Black & White Photocopies (8-1/2" x 11")	\$ 0.10	each
CD-ROM Disc	\$ 8.00	each
Foam Core Mounting	\$ 4.00	per sq. ft.
Reproduction by vendor (copies, binding, mounting, etc.)	Cost x 1.0	
Courier Delivery	Cost x 1.0	
Property Record Fees (deeds, maps, plats, etc.)	Cost x 1.0	
Special property corner materials (brass disc, etc.)	Cost x 1.0	



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: December 7, 2015
Re: Surety Bond for the City Manager

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas regarding a surety bond in the name of the Celina City Manager.

Background Information:

This ordinance is being created in accordance with the Celina Home Rule Charter, Chapter Four, Section 4.01 requiring the City Manager to execute a bond as prescribed by ordinance for the faithful performance of duties.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Purchase of bond.

Legal Review:

The City Attorney has prepared this ordinance.

Supporting Documents:

Ordinance

Staff Recommendation:

council consideration

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2015-**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS REGARDING A SURETY BOND IN THE NAME OF THE CELINA CITY MANAGER; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County 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 Celina City Charter requires that the City Manager post a surety bond.

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

That a surety bond in the amount of \$25,000 shall be purchased in the name of the City Manager for the purpose of guaranteeing the honest and faithful performance of same.

**SECTION 4
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. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other

Attachment: Surety Bond (1392 : Surety Bond City Manager)

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 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances 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 6 **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 7 **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 8 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of December, 2015.

Sean Terry

City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Surety Bond (1392 : Surety Bond City Manager)



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: December 7, 2015
Re:

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance updating the Rough Proportionality Ordinance. (Johnson)

Background Information:

The purpose of this hearing is for the City Council to consider an update to the Rough Proportionality Ordinance. The purpose of this study is to establish a basis for the evaluation of the appropriateness of exactions by a municipality on new development. The establishment of “rough proportionality” stems from the 2004 *Flower Mound vs. Stafford Estates* ruling by the Texas Supreme Court, which states that exactions by a municipality must be proportional to the traffic impacts of development proposals on roadway facilities. To comply with this requirement, the City of Celina prepared a proportionality study and supporting ordinance in 2007. This study updates the 2007 study to comport with changes in the city thoroughfare plan and changes in land use assumptions and associated planning areas.

In Celina, the establishment of rough proportionality is based on system-wide impacts of proposed development on the roadway system. A methodology for the measurement and calculation of rough proportionality is presented herein. This updated study will be used as a mechanism to ensure that new development contributes their proportional share of roadway improvements relative to the traffic demand such development places on the roadway system. Likewise, if traffic demand of new development is not proportional (less) to contributions by new development, then city participation may be necessary.

Board Review/Citizen Input:

N/A

Alternatives:

Council may choose not to support the update.

Financial Considerations:

None

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

1. Rough Proportionality Study Update and Methodology

Staff Recommendation:

Approve



Innovative approaches
Practical results
Outstanding service

ROUGH PROPORTIONALITY STUDY UPDATE AND METHODOLOGY

Prepared for:

City of Celina



November 11, 2015

Prepared by:

FREESE AND NICHOLS, INC.
2711 North Haskell, Suite 3300
Dallas, Texas 75204



Innovative approaches
Practical results
Outstanding service

ROUGH PROPORTIONALITY STUDY UPDATE AND METHODOLOGY

Prepared for:

City of Celina



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
2711 North Haskell, Suite 3300
Dallas, Texas 75204

CEL14221

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- Appendix A: Capital Improvements Plan Project Listing
- Appendix B: Unit Cost Data
- Appendix C: System/Service Area Analysis Summary and Cost per Service Unit
- Appendix D: Calculation of Vehicle-Miles of Demand

1.0 PURPOSE

The purpose of this study is to establish a basis for the evaluation of the appropriateness of exactions by a municipality on new development. The establishment of “rough proportionality” stems from the 2004 *Flower Mound vs. Stafford Estates* ruling by the Texas Supreme Court, which states that exactions by a municipality must be proportional to the traffic impacts of development proposals on roadway facilities. To comply with this requirement, the City of Celina prepared a proportionality study and supporting ordinance in 2007. This study updates the 2007 study to comport with changes in the city thoroughfare plan and changes in land use assumptions and associated planning areas.

In Celina, the establishment of rough proportionality is based on system-wide impacts of proposed development on the roadway system. A methodology for the measurement and calculation of rough proportionality is presented herein. This updated study will be used as a mechanism to ensure that new development contributes their proportional share of roadway improvements relative to the traffic demand such development places on the roadway system. Likewise, if traffic demand of new development is not proportional (less) to contributions by new development, then city participation may be necessary.

2.0 BACKGROUND

The methodological approach to proportionality assessments consists of a supply/demand analysis where a comparison of roadway capacity being provided by proposed development contributions is measured to travel demands placed on the thoroughfare system by such development. If traffic demands are greater than roadway capacity being supplied, then the developer contribution is proportional and justified. If roadway capacity provided were greater than travel demands, then city participation may be considered for any remaining excess capacity provided.

It may not be practical for new development to implement a section of roadway located in a remote portion of the study area and new development may desire to escrow costs of facilities that would be necessitated (traffic demands placed by their specific development) into a fund earmarked for specific capital improvements of the roadway system. The described methodology herein provides for this option.

3.0 SYSTEM-WIDE TRAFFIC IMPLICATIONS OF NEW DEVELOPMENT

Traffic generation of new development can have far reaching implications on a city roadway system. Depending on the size of the development, added site traffic can affect upstream/downstream intersections, points of access on upstream/downstream linkages (mid-block access, driveways, local streets), and the carrying capacity of area roadways. Traffic impacts are simply not contained to the site and the adjacent roadway improvement but rather, on a larger area of the roadway network. For example, a trip from home to work could not accurately be quantified as one-trip on a segment of road adjacent to a proposed development, but rather several miles over a combination of streets. Because of this, municipalities typically require traffic impact assessments with analyses of roadways and intersections that may extend up to several miles for both a present condition and some horizon year after the opening of development.

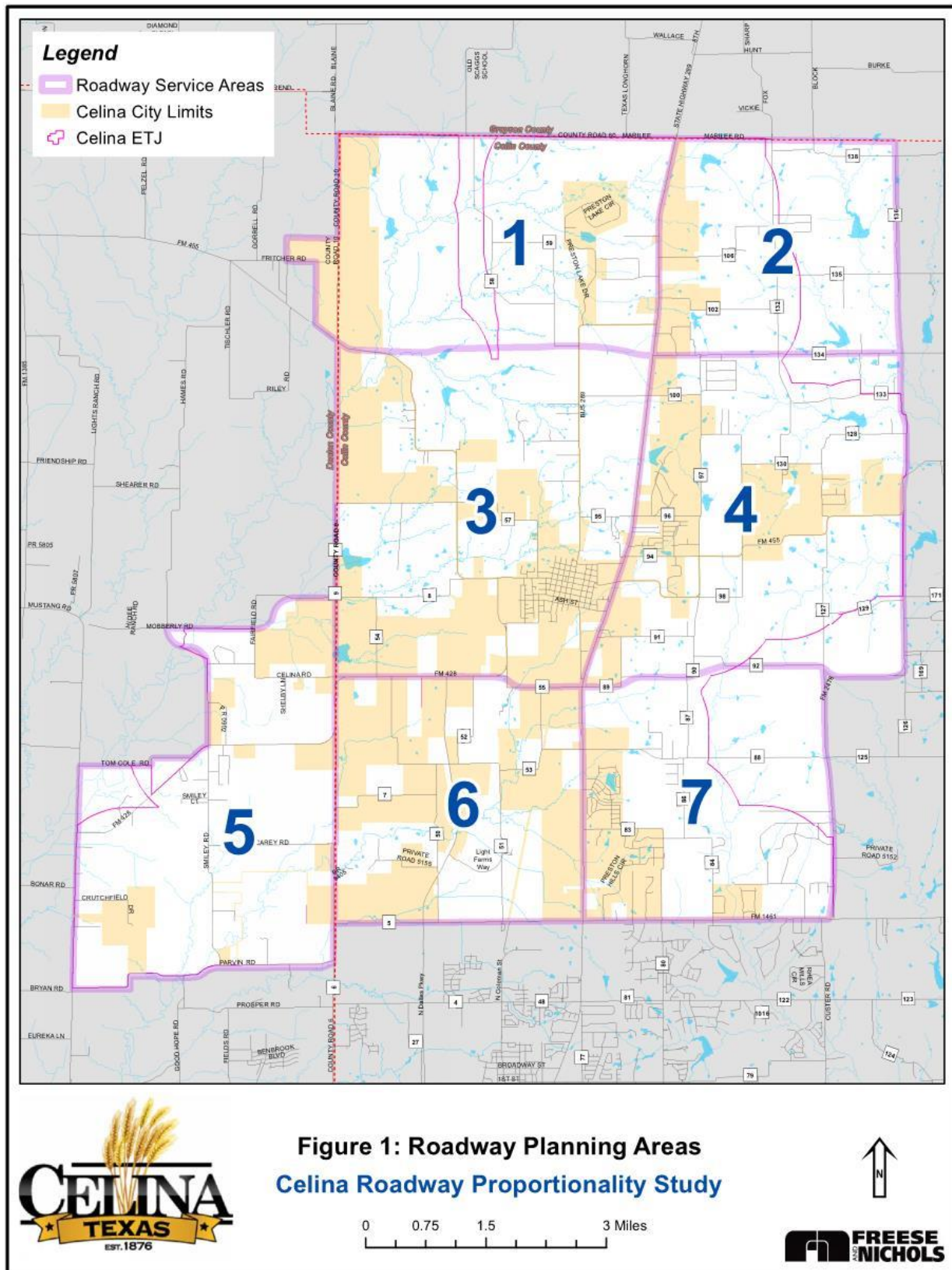
4.0 STUDY AREA

Updates to the study area from the 2007 study include the removal of two planning areas. In 2013, the City of Celina developed a Comprehensive Plan for the city and adjacent area. The growth potential of the area was revised based on mutual boundary agreements made with adjacent cities around Celina. The revised planning areas used for this study is illustrated in **Figure 1**. The planning area was subdivided into seven smaller zones and delineated by major roadways, both existing and future, within the study area. Each zone spans no more than six miles and relates to growth areas over time.

By way of growth, the study area is projected to experience tremendous growth in population and employment over the long term. Based on the land use assumptions, densities, and holding capacity analysis, the study area will grow between 2015 and Build-Out by 488,366 persons and 52,379 persons in population and employment, respectively. **Table 1** details the growth of the study area. The build-out demographics stem from an analysis of the 2014 Future Land Use Plan.

Table 1: Total Study Area Population and Employment Growth

	2010 ¹ (City)	2014 ² (Study Area)	Build-Out ³ (Study Area)
Population	6,028	21,645	510,011
Dwelling Units	1,972	7,191	169,439
Employment	N/A	1,803	54,182
¹ Census 2010; ² Celina Impact Fee Land Use Assumptions; ³ Future Land Use Plan Analysis			



5.0 STUDY ELEMENTS

Several elements are needed in the preparation of proportionality assessments. For the ability to measure proportional contributions from new development; functional class, lane type, roadway capacity (LOS “D”) and a service unit equivalency of specific land uses are needed. To determine cost implications of proposed improvements; a capital improvements program, its associated cost to implement, and projected growth of the planning area are needed. Both, however, require the definition of an appropriate service unit of measure, for use in this type assessment.

5.1 SERVICE UNITS

To determine the transportation impact for a particular development, a service unit accurately measuring the impact that the development will have on the transportation system serving the development must be identified. This impact is measured as a combination of the number of new trips generated by the development, the particular peaking characteristics of the land-use(s) within the development, and the length of each new trip on the transportation system. The correct service unit must also reflect the supply, which is provided by the roadway system, and the demand placed on the system during the time in which peak, or design, conditions are present.

The vehicle-mile, during the PM peak hour, establishes the ability to relate the intensity of land development (demand) to the capacity of the roadway system. The PM peak hour is used because the greatest demand for roadway capacity occurs, roadways are sized to meet this demand, and roadway capacity is more accurately defined on an hourly basis.

Using the vehicle-mile, capacity of roadway improvements is determined by multiplying the length of the facility by its carrying capacity. For example; given a four lane divided roadway project with a 675 vehicle per hour per lane capacity and a length of two miles, the number of service units provided is:

$$675 \text{ vehicles per hour per lane} \times 4 \text{ lanes} \times 2 \text{ miles} = 5,400 \text{ vehicle-miles}$$

Similarly, vehicle-miles of demand are determined by multiplying the trip generation of a specific development by an average trip length associated with such use. For example, a development generating 100 vehicle trips with an average trip length of four miles would generate:

$$100 \text{ vehicle-trips} \times 4 \text{ miles/trip} = 400 \text{ vehicle-miles}$$

5.2 SERVICE UNITS OF SUPPLY

Roadway hourly volume capacities are based on information from the NCTCOG travel forecast modeling process and reflect level-of-service “D” operation, which is identified as the minimum acceptable traffic operational condition in the Celina Thoroughfare Plan. Lane capacities to be used in the determination of roadway supply are shown in **Table 2**.

Table 2: Roadway Facility Vehicle-Mile Lane Capacities

Roadway Facility	Hourly Vehicle-mile Capacity per Lane Mile of Roadway Facility
Divided Arterial	675
Divided Collector	550
Special Arterial*	675
Undivided Arterial	625
Undivided Collector	500
Source: “Multi-modal Transportation Analysis Process (MTPA): A Travel Demand Forecasting Model”, North Central Texas Council of Governments. January 1994. *Roadway with a continuous left-turn lane.	

Arterials with a continuous dual left-turn lane are similar in nature to a divided arterial roadway. An hourly capacity of 675 vehicles per lane per hour was assigned to this type roadway section.

5.3 SERVICE UNITS OF DEMAND

The vehicle-miles generated by a new development are a function of the trip generation and average trip length characteristics of that development. The following describes the process used to develop the vehicle-equivalency table, which relates land use types and sizes to the resulting vehicle-miles of demand created by that development.

5.3.1 Trip Generation

Trip generation information for the PM peak hour was based on data published in *Trip Generation*, Ninth Edition, by the Institute of Transportation Engineers (ITE). *Trip Generation* is a reference publication that contains travel characteristics of over 100 land uses across the nation and is based on empirical data gathered from over 3,200 studies that were reported to the Institute by public agencies, developers and consulting firms. Transportation engineers throughout the nation universally accept data contained in this publication for use in studies.

Trip Generation contains both rates and equations for estimating trip generation. In some cases, the rates and equations yield significantly different estimates. Freese and Nichols, Inc. developed a procedure based on information in *Trip Generation* to select between trip generation rates and equations for use in calculating rough proportionality. The selection process is as follows:

- Select most easily projected and verifiable development unit.
- Evaluate stability of rates and equations based on scatter plots shown in *Trip Generation*, the standard deviation and coefficient of determination (R^2) statistics.
- Check standard deviation and R^2 statistics. An R^2 above 0.9 is very good; R^2 below 0.7 is not acceptable. Standard deviations greater than 60% of the mean are poor, although the average for all uses shown in the report is approximately 90% of the mean.

A. Trip Generation Adjustments

The actual "traffic impact" of a specific site for impact fee purposes is based on the amount of traffic added to the street system. To accurately estimate new trips generated by a new development, adjustments must be made to trip generation rates and equations to account for pass-by and diverted trips. The added traffic is adjusted so that each development is assigned only for a portion of trips associated with that particular development and thus reducing the possibility of over-counting by identifying only primary trips generated. Trip generation rates were reduced by the percentages presented in **Table 3** in an effort to isolate the primary trip purpose. Adjustments were based on studies conducted by ITE.

Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a particular development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted against new development.

A diverted trip is a similar situation, except that a diversion is made from the regular route to make an interim stop. For example, a trip from work to home using FM 278 would be a diverted trip if the travel path were changed to SH 289 for the purpose of stopping at a retail store. On a system-wide basis, this trip places a slightly additional burden on the street system but in many cases, this burden is minimal.

The resultant trip rates are illustrated as part of the Land Use/Vehicle Mile Equivalency Table to be discussed later. Rates were developed in lieu of equations to simplify proportionality calculations by the City and likewise, the estimation of rough proportionality by those who may desire to determine if any city contribution may be possible as part of a development project.

Table 3: Trip Reduction Estimates (PM Peak Hour)

IITE Land Use	IITE Code	Dev. Unit	Ave. Trip Rate	Pass By Rate	Diverted Trips
Residential					
Single-family detached housing	210	DU	1.00	0%	0%
Apartment	220	DU	0.62	0%	0%
Residential Condominium / Townhouse	230	DU	0.52	0%	0%
Senior Adult Housing - Detached	251	DU	0.27	0%	0%
Continuing Care Retirement Community	255	DU	0.16	0%	0%
Office					
General Office	710	1000 sq. ft.	1.49	0%	0%
Corporate Headquarters Bldg	714	1000 sq. ft.	1.41	0%	0%
Medical-Dental Office	720	1000 sq. ft.	3.46	0%	0%
Retail / Commercial					
Hotel	310	Rooms	0.6	0%	0%
All Suites Hotel	311	Rooms	0.4	0%	0%
Motel	320	Rooms	0.47	0%	0%
Movie Theater with Matinee	444	Screens	20.22	15%	0%
Building Materials and Lumber Store	812	1000 sq. ft.	4.49	25%	0%
Free standing Discount Superstore	813	1000 sq. ft.	4.35	28%	0%
Specialty Retail Center	814	1000 sq. ft.	6.82	0%	0%
Hardware/Paint Store	816	1000 sq. ft.	4.84	26%	28%
Garden Center	817	1000 sq. ft.	6.94	0%	0%
Nursery (Wholesale)	818	1000 sq. ft.	5.17	25%	0%
Shopping Center	820	1000 sq. ft.	3.71	34%	26%
Automobile Sales	841	1000 sq. ft.	2.62	40%	0%
Auto Parts Sales	843	1000 sq. ft.	5.98	43%	13%
Tire Store	848	1000 sq. ft.	4.15	28%	10%
Tire Superstore	849	1000 sq. ft.	2.11	28%	10%
Super market	850	1000 sq. ft.	9.48	36%	38%
Convenience Market with Gasoline Pumps	853	Fueling Positions	19.07	63%	26%
Discount Club	857	1000 sq. ft.	4.18	0%	0%
Home Improvement Superstore	862	1000 sq. ft.	2.33	48%	24%
Electronic Superstore	863	1000 sq. ft.	4.5	40%	33%
Toy Superstore	864	1000 sq. ft.	4.99	0%	0%
Apparel Store	876	1000 sq. ft.	3.83	0%	0%
Arts and Crafts Store	879	1000 sq. ft.	6.21	0%	0%
Pharmacy with drive thru	881	1000 sq. ft.	9.91	49%	13%
Furniture Store	890	1000 sq. ft.	0.45	53%	31%
DVD/Video Rental Store	896	1000 sq. ft.	13.6	73%	0%
Bank with Drive Thru	912	1000 sq. ft.	24.3	47%	26%
Quality Restaurant	931	1000 sq. ft.	7.49	44%	27%
Resturant	932	1000 sq. ft.	9.85	43%	26%
Fast food with drive thru	934	1000 sq. ft.	32.65	50%	23%
Quick Lubrication Vehicle Stop	941	Serving Positions	5.19	55%	0%
Automotive Care Center	942	1000 sq. ft.	3.11	0%	0%
Gas/Service Station with Convenience Market	945	Fueling Positions	13.51	56%	31%
Light Industrial					
General Light Industrial	110	1000 sq. ft.	0.97	0%	0%
Industrial Park	130	1000 sq. ft.	0.85	0%	0%
Manufacturing	140	1000 sq. ft.	0.73	0%	0%
Mini Warehouse (Self Storage)	151	1000 sq. ft.	0.26	0%	0%
Utilities	170	1000 sq. ft.	0.76	0%	0%
Institutional					
Middle/Jr high school	522	1000 sq. ft.	1.19	0%	0%
High School	530	1000 sq. ft.	0.97	0%	0%
Private School (K-8)	534	Students	0.6	0%	0%
Jr. / Community College	540	Students	0.12	0%	0%
Church	560	1000 sq. ft.	0.55	0%	0%
Day Care Center	565	Students	0.81	0%	0%

A local study may also be conducted to confirm rates in *Trip Generation* or to change rates reflecting local conditions. In such cases, a minimum of three sites should be counted. Selected sites should be isolated in nature with driveways that specifically serve the development and no other land uses. The results should be plotted on the scatter diagram of the selected land use contained in *Trip Generation* for comparison purposes. It is recommended that no change be approved unless the results show a variation of at least fifteen percent across the range of sample sizes surveyed.

5.3.2 Trip Length

Trip lengths (in miles) are used in conjunction with site trip generation to estimate vehicle-miles of travel. Trip length data was based on information generated from the 1994 North Central Texas Council of Governments (NCTCOG) Workplace Survey.

Table 4 summarizes the derived average trip lengths for major land use categories. These trip lengths represent the average distance that a vehicle will travel between an origin and destination of which either the origin or destination contains the land-use category identified below. Data compiled by the Workplace Survey represents the best available information on trip lengths for this area.

A. Trip Length Adjustments

The assessment of an individual development's system impact is based on the premise that each vehicle-trip has an origin and a destination and that the development end should be responsible for only a portion of the vehicle-trip associated with that development. To fairly attribute the demand placed on the system to each trip end location, trip lengths were divided by two to reflect half of the vehicle trip to and from the development. Additionally, trip lengths were also adjusted to isolate travel occurring on city roads. In other words, the percentage of travel on federal facilities was netted out to reflect the true impact to city roadways.

Table 4: Average Trip Lengths

IIE Land Use	IIE Code	Dev. Unit	NCTCOG Trip Length
Residential			
Single-family detached housing	210	DU	10.33
Apartment	220	DU	10.33
Residential Condominium / Townhouse	230	DU	10.33
Senior Adult Housing - Detached	251	DU	8.05
Continuing Care Retirement Community	255	DU	8.05
Office			
General Office	710	1000 sq. ft.	10.33
Corporate Headquarters Bldg	714	1000 sq. ft.	11.88
Medical-Dental Office	720	1000 sq. ft.	9.64
Retail / Commercial			
Hotel	310	Rooms	4.15
All Suites Hotel	311	Rooms	4.15
Motel	320	Rooms	4.15
Movie Theater with Matinee	444	Screens	3.30
Building Materials and Lumber Store	812	1000 sq. ft.	1.61
Free standing Discount Superstore	813	1000 sq. ft.	3.80
Specialty Retail Center	814	1000 sq. ft.	3.10
Hardware/Paint Store	816	1000 sq. ft.	1.61
Garden Center	817	1000 sq. ft.	3.10
Nursery (Wholesale)	818	1000 sq. ft.	2.63
Shopping Center	820	1000 sq. ft.	4.12
Automobile Sales	841	1000 sq. ft.	4.47
Auto Parts Sales	843	1000 sq. ft.	2.30
Tire Store	848	1000 sq. ft.	4.12
Tire Superstore	849	1000 sq. ft.	4.12
Super market	850	1000 sq. ft.	2.10
Convenience Market with Gasoline Pumps	853	Fueling Positions	1.80
Discount Club	857	1000 sq. ft.	2.30
Home Improvement Superstore	862	1000 sq. ft.	3.90
Electronic Superstore	863	1000 sq. ft.	3.90
Toy Superstore	864	1000 sq. ft.	4.30
Apparel Store	876	1000 sq. ft.	3.10
Arts and Crafts Store	879	1000 sq. ft.	2.30
Pharmacy with drive thru	881	1000 sq. ft.	1.50
Furniture Store	890	1000 sq. ft.	4.80
DVD/Video Rental Store	896	1000 sq. ft.	2.86
Bank with Drive Thru	912	1000 sq. ft.	2.50
Quality Restaurant	931	1000 sq. ft.	3.75
Resturant	932	1000 sq. ft.	3.80
Fast food with drive thru	934	1000 sq. ft.	4.30
Quick Lubrication Vehicle Stop	941	Serving Positions	2.86
Automotive Care Center	942	1000 sq. ft.	4.50
Gas/Service Station with Convenience Market	945	Fueling Positions	1.77
Light Industrial			
General Light Industrial	110	1000 sq. ft.	9.95
Industrial Park	130	1000 sq. ft.	9.95
Manufacturing	140	1000 sq. ft.	10.28
Mini Warehouse (Self Storage)	151	1000 sq. ft.	6.34
Utilities	170	1000 sq. ft.	9.95
Institutional			
Middle/Jr high school	522	1000 sq. ft.	3.00
High School	530	1000 sq. ft.	4.00
Private School (K-8)	534	Students	4.12
Jr. / Community College	540	Students	4.20
Church	560	1000 sq. ft.	2.90
Day Care Center	565	Students	1.64

The determination of travel on city roadways was based on an analysis of vehicle travel on local, county and state facilities. Local travel was determined to be 82%, and hence, trip lengths were adjusted (reduced by 18%) to reflect travel demand generated on the local street system.

5.4 LAND USE EQUIVALENCY TABLE

The result of combining the trip generation and trip length information is an equivalency table, which establishes the service unit rate for various land uses. These service unit rates are based on an appropriate development (independent variable) unit for each land use. For example, a dwelling unit is the basis for residential uses, while 1,000 gross square feet of floor area is the basis for office, commercial, and industrial uses. Other less common land uses use appropriate independent variables.

Separate rates have been established for specific land uses within the broader categories of residential, office, commercial, industrial and institutional to reflect the differences between land uses within those categories. However, even with these specific land use types, information is not available for every conceivable land use so limitations do exist.

Table 5 contains land use equivalencies to be used for determining development impacts to the roadway system in the study area.

Table 5: Land Use Vehicle-Mile Equivalency Table

ITE Land Use	ITE Code	Dev. Unit	Ave. Trip Rate w/ Deductions	Ave. Trip Length	Veh-Mi Per Dev Unit
Residential					
Single-family detached housing	210	DU	1.00	4.24	4.24
Apartment	220	DU	0.62	4.24	2.63
Residential Condominium/ Townhouse	230	DU	0.52	4.24	2.20
Senior Adult Housing - Detached	251	DU	0.27	3.30	0.89
Continuing Care Retirement Community	255	DU	0.16	3.30	0.53
Others Not Specified		DU	1.00	4.24	4.24
Office					
General Office	710	1000 sq. ft.	1.49	4.24	6.31
Corporate Headquarters Bldg	714	1000 sq. ft.	1.41	4.87	6.87
Medical-Dental Office	720	1000 sq. ft.	3.46	3.95	13.68
Others Not Specified		1000 sq. ft.	1.49	4.24	6.31
Retail / Commercial					
Hotel	310	Rooms	0.60	1.70	1.02
All Suites Hotel	311	Rooms	0.40	1.70	0.68
Motel	320	Rooms	0.47	1.70	0.80
Movie Theater with Matinee	444	Screens	17.19	1.35	23.25
Building Materials and Lumber Store	812	1000 sq. ft.	3.37	0.66	2.22
Free standing Discount Superstore	813	1000 sq. ft.	3.13	1.56	4.88
Specialty Retail Center	814	1000 sq. ft.	6.82	1.27	8.67
Hardware/Paint Store	816	1000 sq. ft.	2.58	0.66	1.70
Garden Center	817	1000 sq. ft.	6.94	1.27	8.82
Nursery (Wholesale)	818	1000 sq. ft.	3.88	1.08	4.18
Shopping Center	820	1000 sq. ft.	1.81	1.69	3.06
Automobile Sales	841	1000 sq. ft.	1.57	1.83	2.88
Auto Parts Sales	843	1000 sq. ft.	2.97	0.94	2.80
Tire Store	848	1000 sq. ft.	2.69	1.69	4.54
Tire Superstore	849	1000 sq. ft.	1.37	1.69	2.31
Super market	850	1000 sq. ft.	3.77	0.86	3.25
Convenience Market with Gasoline Pumps	853	Fueling Positions	5.22	0.74	3.85
Discount Club	857	1000 sq. ft.	4.18	0.94	3.94
Home Improvement Superstore	862	1000 sq. ft.	0.92	1.60	1.47
Electronic Superstore	863	1000 sq. ft.	1.81	1.60	2.89
Toy Superstore	864	1000 sq. ft.	4.99	1.76	8.80
Apparel Store	876	1000 sq. ft.	3.83	1.27	4.87
Arts and Crafts Store	879	1000 sq. ft.	6.21	0.94	5.86
Pharmacy with drive thru	881	1000 sq. ft.	4.40	0.62	2.70
Furniture Store	890	1000 sq. ft.	0.15	1.97	0.29
DVD/Video Rental Store	896	1000 sq. ft.	3.67	1.17	4.31
Bank with Drive Thru	912	1000 sq. ft.	9.57	1.03	9.81
Quality Restaurant	931	1000 sq. ft.	3.06	1.54	4.71
Resturant	932	1000 sq. ft.	4.19	1.56	6.53
Fast food with drive thru	934	1000 sq. ft.	12.52	1.76	22.08
Quick Lubrication Vehicle Stop	941	Serving Positions	2.34	1.17	2.74
Automotive Care Center	942	1000 sq. ft.	3.11	1.85	5.74
Gas/Service Station with Convenience Market	945	Fueling Positions	4.09	0.73	2.97
Others Not Specified		1000 sq. ft.	1.81	1.69	3.06
Light Industrial					
General Light Industrial	110	1000 sq. ft.	0.97	4.08	3.96
Industrial Park	130	1000 sq. ft.	0.85	4.08	3.47
Manufacturing	140	1000 sq. ft.	0.73	4.21	3.08
Mini Warehouse (Self Storage)	151	1000 sq. ft.	0.26	2.60	0.68
Utilities	170	1000 sq. ft.	0.76	4.08	3.10
Others Not Specified		1000 sq. ft.	0.97	4.08	3.96
Institutional					
Middle/Jr high school	522	1000 sq. ft.	1.19	1.23	1.46
High School	530	1000 sq. ft.	0.97	1.64	1.59
Private School (K-8)	534	Students	0.60	1.69	1.01
Jr. / Community College	540	Students	0.12	1.72	0.21
Church	560	1000 sq. ft.	0.55	1.19	0.65
Day Care Center	565	Students	0.81	0.67	0.54
Others Not Specified		1000 sq. ft.	0.55	1.19	0.65

6.0 COST OF NEW FACILITIES ON NEW DEVELOPMENT

The previous section identified tools (land use equivalency and roadway capacities) necessary for the measuring of impacts relative to roadway contributions. This section discusses the development of the capital improvements program for the purpose of defining a unit cost contribution by new development.

6.1 CAPITAL IMPROVEMENT PROGRAM

The capital improvement program for the study area consists of all arterial and collector status roadways identified in the Celina Master Thoroughfare Plan recently updated in October 2014. The Thoroughfare Plan identified improvements necessary to accommodate projected growth to the build-out of the study area. Roadway facility types include:

- Major Arterial (6-lane divided roadway, 120' right-of-way)
- Minor Arterial (4-lane divided roadway, 90' right-of-way)
- Major Collector (4-lane divided roadway, 80' right-of-way)

Freeway or tollway facilities (Dallas North Tollway or Collin County East-West Freeway) were not included in the analysis as other entities would likely implement these improvements. **Figure 2** illustrates the roadway capital improvements projects used as part of this study. **Appendix A** details the project listing for roadway projects in the capital improvements plan.

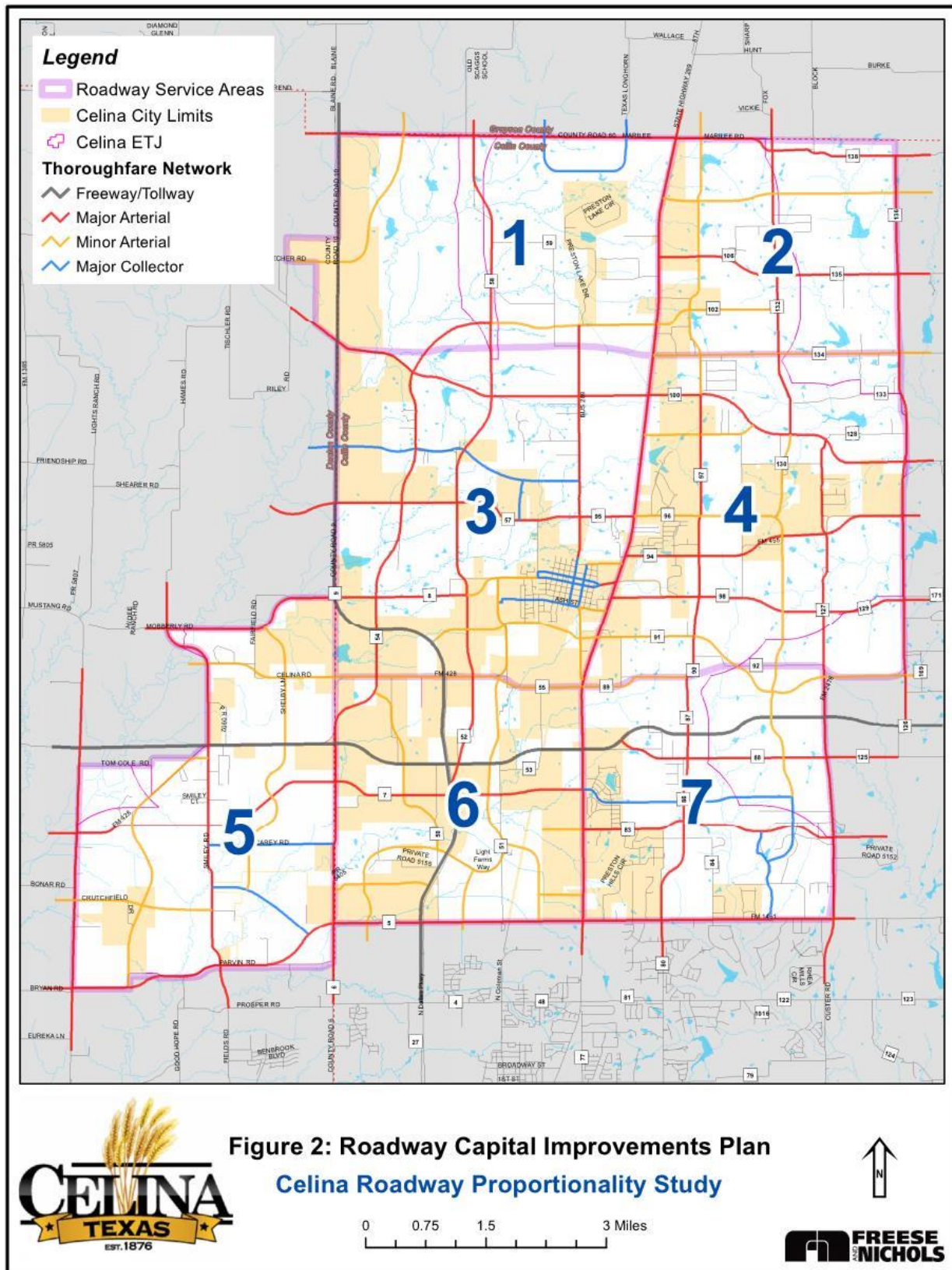
6.1.1 Right-of-Way

Roadway projects were assumed to be built to thoroughfare plan standard. While many existing roadways have existing right-of-way associated with the facility, many do not and conservative assumptions were made as to the amount of current right-of-way for the various types of roadways in the study area. These assumptions were based on a review of aerial images and the perceived right-of-way in these images. For the downtown Celina area, it was assumed that no additional right-of-way was needed.

Right-of-way needs included in the cost calculation were based on the difference between existing right-of-way and the width needed to meet thoroughfare plan standards.

6.1.2 Project Capital Cost

A unit cost approach (per linear foot) was used to derive project costs for the capital improvements program. **Appendix B** details the unit costs assumed for roadways by facility type, right-of-way costs,



water and railroad crossings, and traffic signalization. With regard to roadway implementation, the following cross-section assumptions were made:

- Concrete roadway with curb & gutter and associated drainage
- Roadway preparation, excavation and treated sub-grade
- Traffic control, pavement markings, signing
- Erosion control, top soil and grass seeding (hydro mulch)
- Sidewalks
- Bridges/culverts, as necessary
- Railroad crossings (9 at-grade, 2 grade separated)
- Traffic signalization of arterial crossings (110 locations)

Project costs included in the calculation included; construction, engineering and right-of-way. To yield a conservative cost per service unit, the cost of debt service was not included. Costs for engineering, and right-of-way were based on the following:

- Engineering/Survey/Quality Control – 12% of construction cost
- Right-of-Way – based on facility type:
 - Arterial - \$28,000/acre
 - Collector - \$21,000/acre

The basis for right-of-way cost assumptions was an analysis of land values from the 2014 Collin County Appraisal District website of randomly selected tracts along arterial and collector class roads, respectively within the study area.

Because some of the roads identified on the Thoroughfare Plan are on the state and county system, cost participation by the City was assumed as follows:

- Freeway (DNT, East/West Freeway) – 0%
- State Highways – 20%
- FM Roadways – 20%
- Roads within City Limits – 100%
- Roads outside City Limits (ETJ and outside ETJ) – 75%

The capital improvements program to implement the City Thoroughfare Plan consists of 125 project segments. The total cost of plan implementation is \$724 million and reflects the cost burden to the City over the course of growth in the study area. **Table 6** details the cost components of the capital improvements plan.

Table 6: Capital Improvement Plan Implementation Cost

Roadway Project Costs	Total
Engineering, Survey and Quality Control	\$72,841,716
Right-of-Way	\$26,138,899
Construction	\$607,014,304
Traffic Signals	\$12,430,000
Railroad Crossings	\$5,937,500
Total Implementation Cost	\$724,362,420

The capital improvements program was also calculated by service area so that costs could be fairly allocated between zones. **Appendix C** lists the cost associated with the improvement program by planning area. The capital improvements program will provide 587,329 vehicle-miles of capacity and is also detailed in **Appendix C**.

6.1.3 Projected Growth

To calculate the cost per service unit, it is necessary to first determine the vehicle-miles of growth projected to occur as a result of future development. This growth is represented by the increase in the number of new vehicle-miles generated between year 2015 and build-out of the study area and is based on population and employment projections referenced in **Table 1**.

Demographic data, combined with the service unit equivalency table (**Table 5**), allowed for the vehicle-mile generation of each planning area in the study area as shown in **Table 7**. Data components used in the calculation include dwelling units (population) and employment by type (basic, service retail). The calculation revealed the study area to generate 869,038 vehicle-miles of demand. **Appendix D** details the projected vehicle-mile generation as a result of future growth in the study area.

Table 7: Projected Service Units of Demand

Service Area	Projected Build-Out Growth (Vehicle-Miles)
1	123,951
2	57,227
3	178,893
4	157,876
5	125,773
6	122,045
7	103,273
Total	869,038

6.1.4 Cost Per Service Unit

The cost per service unit is calculated by dividing the cost of the capital improvements program by the vehicle-miles of growth expected to occur through build-out of the study area. The capital improvements program has been adjusted to reflect the capacity necessitated by future growth of the planning areas to build-out. Further, the capacity made available by the CIP has been adjusted to remove existing utilization from the roadway system. From the net capacity of the CIP, only the cost necessitated by future growth was considered in the cost per service unit calculation.

Table 8 lists the cost per service unit for each service area and the overall Celina study area. This represents the true burden of cost per service unit to implement roadway improvements, as defined by the capital improvements program, for the study area. **Appendix C** details the cost per service unit calculations.

Table 8: Cost per Service Unit Summary

Service Area	Cost per Service Unit
1	\$458.00
2	\$1,301.00
3	\$859.00
4	\$873.00
5	\$725.00
6	\$790.00
7	\$842.00
Total Study Area	\$807.00

7.0 METHODOLOGY FOR DETERMINATION OF ROUGH PROPORTIONALITY FOR SPECIFIC DEVELOPMENT PROPOSALS

The determination of rough proportionality involves a three-step process; 1) calculating vehicle-miles of roadway supply provided by proposed development, 2) calculating vehicle-miles of demand placed on the roadway network by development proposals, and, 3) a comparison of service units supplied relative to the traffic demand to determine the proportionality, or appropriateness of the development contribution. If traffic demands are greater than roadway capacity being supplied, then the developer contribution is proportional and justified. If roadway capacity provided were greater than travel demands, then city participation would be considered for any remaining excess capacity provided.

Step 1: Calculate vehicle-miles of capacity provided by specific development proposals. Determine roadway class as per Celina Thoroughfare Plan, length of improvements (in miles) and number of lanes.

$$\begin{array}{ccccc} \text{Length of Improvement} & & \text{No. of} & & \text{Hourly Capacity} \\ \text{(in miles)} & \times & \text{Lanes} & \times & \text{per Lane (Table 2)} \\ & & & & = \text{Development's} \\ & & & & \text{Vehicle-miles Supplied} \end{array}$$

Note: If the City is participating in over-sizing of the roadway, city contributions are netted-out in order to determine exact contribution by proposed development.

Step 2: Calculate vehicle-miles of demand generated by specific development proposals using the equivalency table. Determine land uses, size of development, and appropriate equivalency factor using **Table 5**.

$$\begin{array}{ccccc} \text{No. of Development} & & \text{Vehicle-miles per} & & \text{Development's} \\ \text{Units} & \times & \text{development unit} & = & \text{Vehicle-miles Demand} \end{array}$$

Examples:

Single-Family Development: 10 dwelling unit x 4.24 vehicle-miles/dwelling unit = 42.40 vehicle-miles

110,000s.f. Shopping Center: 110 (1,000sf units) x 3.06 vehicle-miles/1,000sf units = 336.60 vehicle-miles

Step 3: Compare vehicle-miles supply with demand:

If $VM_{\text{Demand}} > VM_{\text{Supply}}$, then roadway contribution is proportional and justified.

If $VM_{\text{Supply}} > VM_{\text{Demand}}$, then City participation to be considered.

It may not be feasible for new development to implement a portion of roadway in a remote portion of the study area. Likewise, it would not be practical to implement a piecemeal series of roadway

improvements. As such, new development may escrow costs of facilities that would be necessitated as a result of traffic demands placed on the roadway system by a development proposal. Such funds would be earmarked into a fund by service area for capital improvements of the roadway system.

The determination of cost attributable to a specific development proposal involves a two-step process; 1) the determination of the total number of service units generated by the development proposal, and 2) the calculation of the cost to serve new development.

Step 1: Determine number of service units (vehicle-miles) generated by the development using the equivalency table.

$$\begin{array}{ccccc} \text{No. of Development} & & & & \\ \text{Units} & \times & \text{Vehicle-miles per} & = & \text{Development's} \\ & & \text{development unit} & & \text{Vehicle-miles Demand} \end{array}$$

Examples:

Single-Family Development: 10 dwelling unit x 4.24 vehicle-miles/dwelling unit = 42.40 vehicle-miles

110,000s.f. Shopping Center: 110 (1,000sf units) x 3.06 vehicle-miles/1,000sf units = 336.60 vehicle-miles

Step 2: Calculate the cost of development impact based on the cost per service unit for the service area where the development is located.

$$\begin{array}{ccccc} \text{Development's} & & & & \\ \text{Vehicle-miles} & \times & \text{Cost per} & = & \text{Contribution from} \\ & & \text{Service Unit} & & \text{Development} \end{array}$$

Examples:

10 Dwelling Unit Development: 34.40 vehicle-miles x Cost per service unit = Development Contribution

110,000s.f. Shopping Center: 336.60 vehicle-miles x Cost per service unit = Development Contribution

7.1 CASE EXAMPLE: NEW DEVELOPMENT APPLICATION

7.1.1 Rough Proportionality of Roadway Contribution

A development tract (15.205-acres) of retail used is proposed within the study area. The adjacent roadway ("Celina Parkway") is a four-lane divided roadway in which new development would contribute ½ of the roadway section. The length of the overall improvement is 1,250 feet.

Proposed Development

The proposed development program consists of the following:

- 165,582.45 square feet of retail uses (15.205 net acres with a floor-to-area ratio of 0.25:1.0)

The proposed roadway improvements of the development consist of the following:

- Thoroughfare Type 4-lane divided minor arterial; 1,250 feet
- The City will participate in ½ of roadway.

Step 1: Vehicle-Miles of Capacity Supplied by Proposed Improvements

- “Celina Parkway”; 4-lane divided roadway, 1,250 linear feet

$$(1,250' / 5,280' / \text{mi}) \times 4 \text{ lanes} \times 675 \text{ veh/lane/hour} = 639.20$$

$$\text{Less City Portion } (1,250' / 5,280' / \text{mi}) \times 2 \text{ lanes} \times 675 \text{ veh/lane/hour} = -319.60$$

$$\text{Total vehicle-miles supplied} = 319.60 \text{ vm}_s$$

Step 2: Vehicle-Miles of Demand Generated by Proposed Site

$$165,582.45 / 1,000 \text{ SF of dev.} \times 3.06 \text{ veh-miles/development unit} = 506.68$$

$$\text{Total vehicle-miles of demand} = 506.68 \text{ vm}_d$$

Step 3: Supply/Demand Comparison

The projected demand of the site is greater than the roadway supply being provided, and therefore the exaction by the City is proportional and justified.

$$506.68 \text{ vm}_d > 319.60 \text{ vm}_s$$

7.1.2 Development Cost Contribution

The same development is located in Service Area 5. The applicant proposes to contribute funds rather than implement roadway improvements. The proposed development program consists of the following:

- 165,582.45 square feet of retail uses
- The cost per service unit in Service Area 5: \$725.00

Step 1: Determine number of service units (vehicle-miles) generated by the development using the equivalency table.

$$165,582.45 / 1,000 \text{ SF of dev.} \times 3.06 \text{ veh-miles/development unit} = 506.68 \text{ vm}_d$$

$$\text{Total vehicle-miles of demand} = 506.68 \text{ vm}_d$$

Step 2: Calculate the cost of development impact based on the cost per service unit for the service area where the development is located.

- $$\frac{506.68 \text{ vehicle-miles of demand} \times \$725.00/\text{service unit}}{\text{Contribution from development}} = \frac{\$367,343.00}{\$367,343.00}$$

The cost contribution by new development for the example development in Service Area 5 would be \$367,343.00. Funds escrowed in an account for this service area would be used toward specific improvements identified within this service area.

8.0 CONCLUSION

The evaluation of the appropriateness of exactions by a municipality on new development can be determined through a supply/demand analysis of roadway capacity being provided by development relative to the travel demands placed on the thoroughfare system by such development. Traffic impacts of new development are not confined to adjacent streets of a proposed development, but rather a larger area of the roadway system. Using the vehicle-mile as a service unit of measure, system-wide impacts of new development can be measure in relation to capacity improvements by new development. A land use equivalency table, tailored to travel characteristics of the Celina Study Area has been developed for use in calculating demands placed on the roadway network. A methodology outlining the necessary steps in performing a rough proportionality evaluation has been presented.

It may not be practical for new development to implement a portion of roadway in a remote portion of the study area. Likewise, it would not be practical to implement a piecemeal series of roadway improvements. As such, new development may escrow costs of facilities that would be necessitated as a result of a specific development proposal. Such funds would be earmarked into a fund for specific capital improvements for long-term implementation of the roadway system. A methodology outlining the necessary steps in performing cost contributions by new development has also been presented.

The methodologies presented herein are based on a system approach and designed to ensure fairness in the proportional contribution of improvements by new development in Celina and the Celina study area.

APPENDICES

APPENDIX A CAPITAL IMPROVEMENTS PLAN PROJECT LISTING

Proportionality Study Update and Methodology

City of Celina



2015 Celina Proportionality Study Roadway Capital Improvements Projects - Buildout Scenario

Plan Area	Shared Area	Roadway	From	To	Length (mi)	No. of Lanes	Roadway Class	Roadway Project Costs					Total Project Cost
								Eng., Survey & QC	Right-of-Way	Construction	Traffic Signals	RR Crossings	
1	X	County Line Road	DNT	E City Limits	0.50		6 Major Arterial	\$173,184	\$59,034	\$1,443,200	\$0	\$0	\$1,675,418
1	X	County Line Road	E City Limits	SH 289/Preston Rd	3.70		6 Major Arterial	\$966,537	\$329,468	\$8,054,475	\$200,000	\$3,000,000	\$12,550,480
1		Celina Pkwy/CR 58	County Line Rd	SA 3	2.69		6 Major Arterial	\$1,443,492	\$410,975	\$12,029,100	\$200,000	\$0	\$14,083,567
1		DNT	FM 455	City Limits	1.29		0 Freeway	\$0	\$0	\$0	\$0	\$0	\$0
1	X	DNT	City Limits	County Line Rd	1.30		0 Freeway	\$0	\$0	\$0	\$0	\$0	\$0
1	2	SH 289/Preston Rd	CR 134	County Line Rd	2.74		6 Major Arterial	\$205,408	\$0	\$1,711,730	\$90,000	\$0	\$2,007,138
1	X	FM 455	W City Limits	DNT	0.35		6 Major Arterial	\$24,420	\$3,567	\$203,500	\$0	\$0	\$231,487
1	3	FM 455	DNT	SA 3	0.48		6 Major Arterial	\$41,334	\$4,888	\$344,450	\$0	\$0	\$390,672
1		New N/S Arterial	W City Limits	N City Limits	0.98		4 Minor Arterial	\$483,631	\$298,917	\$4,030,260	\$0	\$0	\$4,812,809
1		New N/S Arterial	N City Limits	County Line Rd	1.25		4 Minor Arterial	\$474,880	\$296,277	\$3,957,330	\$0	\$0	\$4,718,486
1		New Collector	County Line Rd	County Line Rd	1.70		4 Major Collector	\$623,700	\$260,331	\$5,197,500	\$0	\$0	\$6,081,531
1		Legacy Dr	SA 3	Celina Pkwy	0.95		6 Major Arterial	\$531,900	\$289,256	\$4,432,500	\$0	\$0	\$5,253,656
1		Bus. 289 E/W	Celina Pkwy	Bus. 289 N/S	1.12		4 Minor Arterial	\$427,284	\$256,860	\$3,560,700	\$200,000	\$0	\$4,444,844
1		Bus. 289 E/W	Bus. 289 N/S	SH 289/Preston Rd	0.95		4 Minor Arterial	\$365,017	\$24,264	\$3,041,805	\$0	\$250,000	\$3,681,085
1		Bus. 289 N/S	SA 3	Bus. 289 E/W	0.26		6 Major Arterial	\$35,298	\$6,973	\$298,320	\$0	\$0	\$341,091
Sub-total								\$5,796,584	\$2,230,810	\$48,304,870	\$690,000	\$3,250,000	\$60,272,264
2		New E/W Minor Arterial	SH 289/Preston Rd	Coit Rd	0.44		4 Minor Arterial	\$218,462	\$135,025	\$1,820,520	\$0	\$0	\$2,174,007
2		New E/W Minor Arterial	Coit Rd	Ridge Rd	2.47		4 Minor Arterial	\$953,480	\$566,176	\$7,945,665	\$200,000	\$0	\$9,665,320
2	X	County Line Road	SH 289/Preston Rd	Ridge Rd	2.81		6 Major Arterial	\$752,238	\$250,129	\$6,268,650	\$300,000	\$0	\$7,571,017
2		CR 135	SH 289/Preston Rd	Coit Rd	0.50		6 Major Arterial	\$347,820	\$101,625	\$2,898,500	\$150,000	\$0	\$3,497,945
2		CR 135	Coit Rd	Ridge Rd	2.53		6 Major Arterial	\$1,338,714	\$385,752	\$11,155,950	\$200,000	\$0	\$13,080,416
2		Bus. 289	SH 289/Preston Rd	Coit Rd	0.50		4 Minor Arterial	\$262,142	\$152,380	\$2,184,520	\$0	\$0	\$2,599,043
2		Bus. 289	Coit Rd	CR 132	1.09		4 Minor Arterial	\$403,931	\$138,698	\$3,366,090	\$200,000	\$0	\$4,108,719
2	X	Ridge Road	County Line Rd	CR 135	1.47		6 Major Arterial	\$393,197	\$149,584	\$3,276,638	\$250,000	\$0	\$4,069,418
2	4	CR 134	SH 289/Preston Rd	Coit Rd	0.59		4 Minor Arterial	\$145,267	\$29,928	\$1,210,560	\$75,000	\$0	\$1,460,756
2	4	CR 134	Coit Rd	Ridge Rd	2.47		4 Minor Arterial	\$464,256	\$94,442	\$3,868,800	\$100,000	\$0	\$4,527,498
2		SH 289/Preston Rd	CR 134	County Line Rd	2.74		6 Major Arterial	\$205,408	\$0	\$1,711,730	\$90,000	\$0	\$2,007,138
2		Coit Road	County Line Rd	CR 134	2.79		4 Minor Arterial	\$1,055,691	\$638,027	\$8,797,425	\$200,000	\$0	\$10,691,143
2		CR 132	County Line Rd	CR 134	2.67		6 Major Arterial	\$1,432,800	\$475,826	\$11,940,000	\$200,000	\$0	\$14,048,626
Sub-total								\$7,973,406	\$3,117,594	\$66,445,048	\$1,965,000	\$0	\$79,501,047
3		Celina Pkwy	SA 1	New E/W Collector	1.37		6 Major Arterial	\$735,210	\$418,843	\$6,126,750	\$200,000	\$0	\$7,480,803
3		Celina Pkwy	New E/W Collector	FM 428	2.88		6 Major Arterial	\$2,032,980	\$293,402	\$16,941,500	\$150,000	\$0	\$19,417,882
3	1	FM 455	DNT	SA 1	0.48		6 Major Arterial	\$41,334	\$4,888	\$344,450	\$0	\$0	\$390,672
3		FM 455	SA 1	SH 289/Preston Rd	3.55		6 Major Arterial	\$510,586	\$72,291	\$4,254,880	\$40,000	\$1,200,000	\$6,077,757
3		New E/W Collector	DNT	Bus. 289	3.16		4 Major Collector	\$1,539,292	\$642,496	\$12,827,430	\$0	\$0	\$15,009,217
3		New N/S Collector	Settlers Ridge	New E/W Collector	0.50		4 Major Collector	\$243,289	\$101,548	\$2,027,410	\$0	\$0	\$2,372,247
3	4	SH 289/Preston Rd	CR 134	Florida	4.24		6 Major Arterial	\$302,651	\$0	\$2,522,090	\$20,000	\$0	\$3,044,741
3		FM 455 (S)	Celina Pkwy	SH 289/Preston Rd	0.97		4 Minor Arterial	\$479,232	\$0	\$3,993,600	\$0	\$0	\$4,472,832
3	6	FM 455 (S)	Walnut	SH 289/Preston Rd	0.20		6 Major Arterial	\$140,448	\$20,518	\$1,170,400	\$0	\$0	\$1,331,366
3		FM 428	SA 5	SH 289/Preston Rd	3.11		4 Minor Arterial	\$155,251	\$0	\$1,293,760	\$60,000	\$25,000	\$1,534,011
3		Legacy Dr	SA 1	FM 455	0.27		6 Major Arterial	\$160,020	\$82,727	\$1,333,500	\$0	\$0	\$1,576,247
3		Legacy Dr	FM 455	Settlers Ridge	1.67		6 Major Arterial	\$1,162,524	\$339,664	\$9,687,700	\$150,000	\$0	\$11,339,888
3		Legacy Dr	Settlers Ridge	Mobberly Rd	1.25		6 Major Arterial	\$692,874	\$383,322	\$5,773,950	\$0	\$0	\$6,850,146
3		Legacy Dr	Mobberly Rd	FM 428	0.99		6 Major Arterial	\$691,284	\$201,978	\$5,760,700	\$150,000	\$0	\$6,803,962
3	X	DNT	FM 455	Mobberly Rd	3.18		0 Freeway	\$0	\$0	\$0	\$0	\$0	\$0
3		DNT	Mobberly Rd	FM 428	1.91		0 Freeway	\$0	\$0	\$0	\$0	\$0	\$0
3		Settlers Ridge	DNT	SH 289/Preston Rd	3.80		6 Major Arterial	\$2,024,226	\$580,653	\$16,868,550	\$200,000	\$250,000	\$19,923,429
3		Malone St	Oklahoma	SH 289/Preston Rd	0.45		4 Minor Arterial	\$220,615	\$53,027	\$1,838,460	\$0	\$0	\$2,112,102
3		Light Farms Way	FM 455	FM 428	1.30		4 Minor Arterial	\$644,904	\$0	\$5,374,200	\$150,000	\$0	\$6,169,104

Proportionality Study Update and Methodology

City of Celina



Plan Area	Shared Plan Area	Roadway	From	To	Length (mi)	No. of Lanes	Roadway Class	Roadway Project Costs					Total Project Cost*
								Eng., Survey & QC	Right-of-Way	Construction	Traffic Signals	RR Crossings	
3		Moberly Rd	DNT	Celina Pkwy	1.64		6 Major Arterial	\$858,726	\$250,901	\$7,156,050	\$200,000	\$0	\$8,465,677
3		Sunset Blvd	DNT	SH 289/Preston Rd	2.19		4 Minor Arterial	\$1,098,739	\$669,455	\$9,156,160	\$300,000	\$187,500	\$11,411,854
3		Bus. 289	Ash	SH 289/Preston Rd	0.94		4 Minor Arterial	\$95,747	\$19,083	\$797,888	\$40,000	\$0	\$952,718
3		Bus. 289	SA 1	Louisiana	2.62		6 Major Arterial	\$381,437	\$71,232	\$3,178,640	\$40,000	\$0	\$3,671,308
3		Ash St	Bus. 289	SH 289/Preston Rd	0.36		4 Minor Arterial	\$176,436	\$48,466	\$1,470,300	\$150,000	\$0	\$1,845,202
3		Collector (Louisiana)	Bus. 289	Ash	0.60		4 Major Collector	\$292,261	\$0	\$2,435,510	\$0	\$0	\$2,727,771
3		Collector (Oklahoma)	Malone	Ash	0.54		4 Major Collector	\$262,231	\$0	\$2,185,260	\$0	\$0	\$2,447,491
3		Collector (Pecan)	Florida	FM 455	0.80		4 Major Collector	\$390,760	\$0	\$3,256,330	\$0	\$187,500	\$3,834,590
3		Collector (Walnut)	Florida	FM 455	0.79		4 Major Collector	\$386,971	\$0	\$3,224,760	\$0	\$187,500	\$3,799,231
3		Collector (Florida)	Pecan	Walnut	0.07		4 Major Collector	\$35,112	\$0	\$292,600	\$0	\$0	\$327,712
3		Collector (Ash)	Light Farms Way	Bus. 289	1.06		4 Major Collector	\$515,684	\$0	\$4,297,370	\$0	\$187,500	\$5,000,554
Sub-total								\$16,270,824	\$4,254,495	\$135,590,198	\$2,050,000	\$2,225,000	\$160,390,516
4		CR 91/Sunset Blvd	SH 289/Preston Rd	E City Limits	0.54		4 Minor Arterial	\$267,883	\$55,190	\$2,232,360	\$0	\$0	\$2,555,433
4		CR 91/Sunset Blvd	E City Limits	Coit	0.66		4 Minor Arterial	\$245,560	\$50,591	\$2,046,330	\$0	\$0	\$2,342,481
4		CR 91/Sunset Blvd	Coit	SA 7	0.67		4 Minor Arterial	\$259,225	\$152,988	\$2,160,210	\$0	\$0	\$2,572,423
4		Coit Rd	FM 455	FM 428	3.57		6 Major Arterial	\$1,866,150	\$363,499	\$15,551,250	\$400,000	\$0	\$18,180,899
4		FM455	SH 289/Preston Rd	Ridge Rd	3.54		6 Major Arterial	\$498,732	\$288,562	\$4,156,100	\$80,000	\$0	\$5,023,394
4		CR 101	SH 289/Preston Rd	Coit	0.71		4 Minor Arterial	\$350,438	\$216,595	\$2,920,320	\$0	\$0	\$3,487,353
4		CR 101	Coit	FM 455	0.70		4 Minor Arterial	\$257,985	\$53,151	\$2,149,875	\$200,000	\$0	\$2,661,011
4		Roseland Pkwy	SH 289/Preston Rd	Coit	0.83		4 Minor Arterial	\$407,722	\$84,000	\$3,397,680	\$150,000	\$0	\$4,039,402
4		Roseland Pkwy	CR 101	CR 101	0.52		4 Minor Arterial	\$191,716	\$118,494	\$1,597,635	\$0	\$0	\$1,907,845
4		Roseland Pkwy	CR 101	CR 94	0.68		4 Minor Arterial	\$337,615	\$208,669	\$2,813,460	\$150,000	\$0	\$3,509,745
4		Roseland Pkwy	CR 94	SA 7	1.64		4 Minor Arterial	\$606,458	\$374,833	\$5,053,815	\$200,000	\$0	\$6,235,105
4		CR 94	SH 289/Preston Rd	Coit	0.92		6 Major Arterial	\$125,087	\$5,351,500	\$150,000	\$0	\$0	\$6,268,767
4		CR 94	Coit	SH 289/Preston Rd	2.68		6 Major Arterial	\$1,399,959	\$272,691	\$11,666,325	\$200,000	\$0	\$13,538,975
4		Sunset Blvd	Custer Rd	Ridge Rd	0.88		4 Minor Arterial	\$162,864	\$33,554	\$1,357,200	\$0	\$0	\$1,553,618
4		CR 134	SH 289/Preston Rd	Coit Rd	0.59		4 Minor Arterial	\$145,267	\$29,928	\$1,210,560	\$75,000	\$0	\$1,460,756
4		CR 134	Coit Rd	Ridge Rd	2.47		4 Minor Arterial	\$464,256	\$94,442	\$3,868,800	\$100,000	\$0	\$4,527,498
4		SH 289/Preston Rd	CR 134	FM 428	4.24		6 Major Arterial	\$302,651	\$0	\$2,522,090	\$220,000	\$0	\$3,044,741
4		FM 428	SH 289/Preston Rd	Coit	1.34		4 Minor Arterial	\$66,400	\$18,240	\$553,332	\$20,000	\$0	\$657,972
4		CR 98	SH 289/Preston Rd	Coit	1.10		6 Major Arterial	\$767,316	\$261,558	\$6,394,300	\$0	\$0	\$7,423,174
4		CR 98	Coit	Ridge Rd	2.64		6 Major Arterial	\$1,396,431	\$469,718	\$11,636,925	\$200,000	\$0	\$13,703,074
4		CR 132	FM 455	CR 130	0.37		4 Minor Arterial	\$138,083	\$85,345	\$1,150,695	\$0	\$0	\$1,374,123
4		CR 132	CR 130	Roseland Pkwy	0.68		4 Minor Arterial	\$335,462	\$207,339	\$2,795,520	\$0	\$0	\$3,338,321
4		CR 132	CR 134	FM 455	1.03		6 Major Arterial	\$557,901	\$157,616	\$4,649,175	\$200,000	\$0	\$5,564,692
4		Coit Rd	CR 134	FM 455	0.49		4 Minor Arterial	\$181,537	\$0	\$1,512,810	\$0	\$0	\$1,694,347
4	X	Ridge Rd	Sunset Blvd	N Boundary	3.24		6 Major Arterial	\$874,323	\$41,229	\$7,286,025	\$450,000	\$0	\$8,651,577
4		Custer Rd	FM 455	N City Limits	0.45		6 Major Arterial	\$235,620	\$90,317	\$1,963,500	\$0	\$0	\$2,279,437
4		Custer Rd	N City Limits	CR 94	0.75		6 Major Arterial	\$521,532	\$177,777	\$4,346,100	\$150,000	\$0	\$5,195,409
4		Custer Rd	CR 94	SA 7	1.70		6 Major Arterial	\$908,163	\$303,280	\$7,568,025	\$300,000	\$0	\$9,079,468
Sub-total								\$14,389,430	\$4,324,693	\$119,811,917	\$3,245,000	\$0	\$141,871,040
5	X	FM 1385	Frontier Pkwy	Tom Cole	2.77		6 Major Arterial	\$192,878	\$28,177	\$1,607,320	\$60,000	\$0	\$1,888,376
5		Green Meadows Pkwy	FM 1385	Legacy Dr	3.42		6 Major Arterial	\$1,785,564	\$1,043,405	\$14,879,700	\$200,000	\$0	\$17,908,669
5		Cutchfield Dr	FM 1385	Smiley Rd	1.73		4 Minor Arterial	\$640,013	\$395,572	\$5,333,445	\$200,000	\$0	\$6,558,031
5	X	Frontier Pkwy	FM 1385	FM 426	0.69		6 Major Arterial	\$48,114	\$16,401	\$400,950	\$20,000	\$0	\$485,465
5	X	Frontier Pkwy	E of FM 426	Frontier Realignment	1.37		6 Major Arterial	\$98,279	\$32,662	\$1,818,990	\$20,000	\$0	\$969,931
5		Frontier Pkwy	Frontier Realignment	Legacy Dr	1.00		6 Major Arterial	\$139,128	\$81,300	\$1,159,400	\$40,000	\$0	\$1,419,828
5	X	Moberly	Smiley Rd	DNT	2.29		6 Major Arterial	\$608,076	\$204,133	\$5,067,300	\$200,000	\$0	\$6,079,509
5		Outer Loop	Smiley Rd	Legacy Dr	1.57		0 Freeway	\$0	\$0	\$0	\$0	\$0	\$0
5	X	Legacy Dr	Frontier Pkwy	Pavlin Rd	0.46		6 Major Arterial	\$120,780	\$41,171	\$1,006,500	\$0	\$0	\$1,168,451
5		Legacy Dr	Legacy Realignment	Frontier Pkwy	2.47		6 Major Arterial	\$655,052	\$220,146	\$5,458,763	\$200,000	\$0	\$6,533,960
5		New N/S Minor Arterial	Moberly	Outer Loop	3.66		4 Minor Arterial	\$1,358,440	\$839,610	\$11,320,335	\$200,000	\$0	\$13,718,385
5	X	Smiley Rd	Moberly	Outer Loop	1.74		6 Major Arterial	\$464,675	\$155,251	\$3,872,288	\$100,000	\$0	\$4,592,213

Proportionality Study Update and Methodology

City of Celina



Plan Area	Shared Area	Roadway	From	To	Length (mi)	No. of Lanes	Roadway Class	Roadway Project Costs				Total Project Cost*	
								Eng., Survey & QC	Right-of-Way	Construction	Traffic Signals		RR Crossings
5		Smiley Rd	Outer Loop	Frontier Pkwy	2.78	6	Major Arterial	\$1,473,057	\$495,838	\$12,275,475	\$400,000	\$0	\$14,644,370
5		FM 426	Smiley Rd	Frontier Pkwy	3.80	4	Minor Arterial	\$375,149	\$231,868	\$3,126,240	\$40,000	\$0	\$3,773,257
5		FM 428	Smiley Rd	SA 3/6	1.63	4	Minor Arterial	\$160,842	\$0	\$1,340,352	\$40,000	\$0	\$1,541,194
5		Collector (Carey Rd)	Smiley Rd	Legacy Dr	1.57	4	Major Collector	\$574,220	\$119,839	\$4,785,165	\$0	\$0	\$5,479,224
5		New E/W Collector	Smiley Rd	Frontier Pkwy	1.39	4	Major Collector	\$507,900	\$211,936	\$4,232,488	\$0	\$0	\$4,952,393
Sub-Total								\$9,202,166	\$4,117,369	\$76,684,720	\$1,720,000	\$0	\$91,724,254
6	X	Frontier Pkwy	Legacy Dr	SH 289/Preston Rd	3.10	2	Major Arterial	\$216,150	\$47,366	\$1,801,250	\$60,000	\$0	\$2,124,766
6		Green Meadows Pkwy	Legacy Dr	SH 289/Preston Rd	3.13	6	Major Arterial	\$2,232,348	\$1,275,736	\$18,602,900	\$300,000	\$187,500	\$22,598,484
6	3	FM 428	SA 5	SH 289/Preston Rd	3.11	4	Minor Arterial	\$155,251	\$1,293,760	\$5,045,700	\$60,000	\$25,000	\$1,534,011
6		Legacy Dr	FM 428	Legacy Realignment	0.87	6	Major Arterial	\$605,484	\$206,394	\$5,045,700	\$150,000	\$0	\$6,007,578
6	5	Legacy Dr	Legacy Realignment	Frontier Pkwy	2.47	6	Major Arterial	\$655,052	\$220,146	\$5,458,763	\$200,000	\$0	\$6,533,960
6	7	SH 289/Preston Rd	FM 428	Frontier Pkwy	2.92	6	Major Arterial	\$210,805	\$1,756,710	\$9,810,580	\$90,000	\$0	\$11,895,841
6		Outer Loop	Legacy Dr	SH 289/Preston Rd	3.16	0	Freeway	\$0	\$0	\$0	\$0	\$0	\$0
6		New N/S Minor Arterial	Legacy Dr	Light Farms Way	2.35	4	Minor Arterial	\$1,177,270	\$717,992	\$9,810,580	\$150,000	\$0	\$11,895,841
6		DNT	FM 428	Frontier Pkwy	3.18	0	Freeway	\$0	\$0	\$0	\$0	\$0	\$0
6		Celina Pkwy	FM 428	DNT	1.41	6	Major Arterial	\$739,035	\$215,930	\$6,158,625	\$0	\$0	\$7,113,590
6		Light Farms Way	FM 428	DNT	3.13	4	Minor Arterial	\$1,172,597	\$717,514	\$9,771,645	\$200,000	\$0	\$11,861,757
6		Cypress Creek Way	Light Farms Way	Frontier Pkwy	1.26	4	Minor Arterial	\$465,777	\$0	\$3,881,475	\$200,000	\$250,000	\$4,797,252
6		Light Farms Way	DNT	Frontier Pkwy	1.84	4	Minor Arterial	\$927,264	\$563,471	\$7,727,200	\$150,000	\$0	\$9,367,935
6		New E/W Minor Arterial	Legacy Dr	DNT	1.21	4	Minor Arterial	\$370,537	\$4,995,900	\$0	\$0	\$0	\$5,965,945
6		New N/S Minor Arterial	Light Farms Way	Frontier Pkwy	0.68	4	Minor Arterial	\$155,504	\$2,096,640	\$20,000	\$0	\$0	\$2,703,741
6		New E/W Minor Arterial	Cypress Creek Way	SH 289/Preston Rd	0.56	4	Minor Arterial	\$170,256	\$2,295,540	\$0	\$0	\$0	\$2,741,261
6		CR 83	W City Limits	SH 289/Preston Rd	0.51	4	Minor Arterial	\$252,346	\$155,967	\$2,102,880	\$0	\$0	\$2,511,193
Sub-Total								9,935,948	4,816,812	82,799,568	1,760,000	462,500	99,774,828
7	X	Custer Rd	SA 4	Frontier Pkwy	3.12	6	Major Arterial	\$39,715	\$6,796,350	\$250,000	\$0	\$0	\$7,901,627
7		Coit Rd	FM 428	Frontier Pkwy	3.15	6	Major Arterial	\$1,647,459	\$561,576	\$13,728,825	\$200,000	\$0	\$16,137,860
7		Sunset Blvd	SA 4	Custer Rd	1.41	4	Minor Arterial	\$523,080	\$323,287	\$4,358,835	\$0	\$0	\$5,205,182
7	X	Frontier Pkwy	SH 289/Preston Rd	Custer Rd	3.12	2	Major Arterial	\$217,615	\$10,597	\$1,813,460	\$40,000	\$0	\$2,081,672
7	4	FM 428	SH 289/Preston Rd	Coit Rd	1.34	4	Minor Arterial	\$66,353	\$18,227	\$552,942	\$20,000	\$0	\$657,522
7	6	SH 289/Preston Rd	FM 428	Frontier Pkwy	2.92	6	Major Arterial	\$210,805	\$0	\$1,756,710	\$90,000	\$0	\$2,057,515
7		Outer Loop	SH 289/Preston Rd	Custer Rd	3.17	0	Freeway	\$0	\$0	\$0	\$0	\$0	\$0
7		CR 88	Outer Loop	Custer Rd	2.62	6	Major Arterial	\$1,388,016	\$533,543	\$11,566,800	\$0	\$0	\$13,488,359
7		Carter Ranch Rd	SH 289/Preston Rd	New E/W Major Collector	0.56	4	Major Collector	\$273,412	\$0	\$2,278,430	\$0	\$0	\$2,551,842
7		New E/W Major Collector	Carter Ranch Rd	Roseland Pkwy	2.12	4	Major Collector	\$800,392	\$324,314	\$6,669,930	\$0	\$0	\$7,794,636
7		CR 83	SH 289/Preston Rd	E City Limits	0.99	6	Major Arterial	\$867,720	\$200,937	\$5,731,000	\$0	\$0	\$6,619,657
7		CR 83	E City Limits	Custer Rd	2.22	6	Major Arterial	\$1,197,576	\$678,248	\$9,979,800	\$200,000	\$0	\$12,055,624
7		Roseland Pkwy	SA 4	New E/W Major Collector	1.69	4	Minor Arterial	\$627,799	\$388,023	\$5,231,655	\$0	\$0	\$6,447,476
7		Roseland Pkwy	New E/W Major Collector	New N/S Major Collector	1.00	4	Major Collector	\$365,977	\$152,756	\$3,049,778	\$0	\$0	\$3,568,507
7		New N/S Major Collector	CR 83	Frontier Pkwy	1.20	4	Major Collector	\$451,616	\$45,905	\$3,763,470	\$0	\$0	\$4,260,991
Sub-Total								\$9,273,358	\$3,277,128	\$77,277,985	\$1,000,000	\$0	\$90,828,470

Engineering, Survey and Quality Control

Right-of-Way

Construction

Traffic Signals

Rail Road Crossings

TOTAL IMPLEMENTATION COST

\$72,841,716

\$26,138,899

\$607,014,304

\$12,430,000

\$5,937,500

\$724,362,420

Notes: * Assumes 0% of total project cost for debt service.

** "X" indicates project on edge of Study Area with facility cost split with adjacent city.

DA- Divided Arterial

MA- Divided Minor Arterial

DC- Divided Major Collector

UC- Undivided Minor Collector

APPENDIX B UNIT COST DATA

NCTCOG Lane Capacities - LOS "D"

Section	Capacity	LOS D
UC	500	
DC	550	
MA	675	
DA	675	
SA	675	
UA	625	

Source: North Central Texas Council of Governments. Multimodal Transportation Analysis Process (MTAP),
A Travel Demand Forecasting Model

Roadway Unit Costs		
Unit Costs by FNI (August 28, 2015)		
Section	Cost per LF	12% Eng/Survey/QC
Major Collector	\$770.00 DC	\$92.40
Minor Arterial	\$780.00 UA	\$93.60
Major Arterial	\$1,100.00 DA	\$132.00
		Total Cost/LF
		\$862.40
		\$873.60
		\$1,232.00

Roadway Unit Costs	
Unit Costs by FNI (June 3, 2015)	
	Unit Cost
Railroad Crossings	
Grade Separated	\$6,000,000
At-grade	\$250,000
Traffic Signals	
4-leg Intersection	\$200,000
"T" Intersection	\$150,000

City Participation Percentages	
FRWY	0%
SH	20%
FM	20%
ETJ	75%
CL	100%

Bridges and Culverts		
Section	Width	\$/SF
Major Collector	4-12'lanes+2-4'sdw k+2-1'edge	\$4,160.00
Minor Arterial	4-12'lanes+2-4'sdw k+2-1'edge	\$4,160.00
Major Arterial	6-12'lanes+2-4'sdw k+2-1'edge	\$6,560.00
		Total Cost/LF
		\$2,600.00
		\$2,600.00
		\$4,100.00

Bridge	Culvert
\$ for 100 feet	\$ for 50 feet
\$416,000	\$130,000
\$416,000	\$130,000
\$656,000	\$205,000

ROW Costs			
Section	\$/Acre	\$/SF	ROW needs on Exist FM road (assume 100' exist)
Major Collector	\$21,000.00	\$0.48	80
Minor Arterial	\$28,000.00	\$0.64	90
Major Arterial	\$28,000.00	\$0.64	120
Freeway	\$0.00	\$0.00	400

APPENDIX C
SYSTEM/SERVICE AREA ANALYSIS SUMMARY AND COST PER SERVICE UNIT

Proportionality Study Update and Methodology
City of Celina



System Buildout Cost Summary
2015 Celina Proportionality Study

	1	2	3	4	5	6	7	8	9	10	11
Service Area	Capacity Supplied by CIP (veh-mi)	Existing Utilization	Existing Deficiencies	Net Capacity Supplied by CIP	Total Project Cost of CIP	Cost of Net Capacity Supplied	Cost to Meet Existing Utilization	Projected Demand (veh-mi)	Port. of CIP Attributable to New Dev.	Cost Attributable to New Dev.	Cost per Service Unit (veh-mi)
1	46,857	1,014	0	45,843	\$60,272,264	\$58,967,995	\$1,304,270	123,951	100.0	\$58,967,994.70	\$475.00
2	61,073	1,441	0	59,632	\$79,501,047	\$77,625,064	\$1,875,983	57,227	96.0	\$74,493,731.59	\$1,301.00
3	129,083	4,614	0	124,470	\$160,390,516	\$154,658,070	\$5,732,446	178,893	100.0	\$154,658,069.91	\$864.00
4	119,618	3,376	0	116,241	\$141,871,040	\$137,866,669	\$4,004,371	157,876	100.0	\$137,866,668.51	\$873.00
5	88,746	463	0	88,284	\$91,724,254	\$91,246,158	\$478,096	125,773	100.0	\$91,246,158.19	\$725.00
6	70,305	2,329	0	67,975	\$99,774,828	\$96,469,271	\$3,305,557	122,045	100.0	\$96,469,270.63	\$790.00
7	71,648	3,013	0	68,635	\$90,828,470	\$87,008,904	\$3,819,566	103,273	100.0	\$87,008,904.00	\$842.00
Total	587,329	16,250	(0)	571,080	\$724,362,420	\$703,842,130	\$20,520,290	869,038	100.0	\$704,321,522.89	\$810.00

1. TOTAL VEHICLE-MILES OF CAPACITY SUPPLIED BY CIP (Column 1)

2. TOTAL VEHICLE-MILES OF EXISTING DEMAND (Column 2)

3. TOTAL VEHICLE-MILES OF EXISTING DEFICIENCIES (Column 3)

4. NET AMOUNT OF ROADWAY CAPACITY SUPPLIED (Column 4) =

NCVMAAP = Column 1 - Column 2 - Column 3

5. TOTAL COST OF CIP WITHIN STUDY AREA (Column 5)

6. COST OF NET CAPACITY SUPPLIED (Column 6) =

NCVMAAP = (Column 4 / Column 1) x Column 5

7. COST TO MEET EXISTING NEEDS AND USAGE (Column 7) =

EXCOST = Column 5 - Column 6

8. TOTAL VEHICLE-MILES OF NEW DEMAND OVER TEN YEARS (Column 8)

9. PERCENT OF CIP ATTRIBUTABLE TO NEW DEVELOPMENT (Column 9) =

COST = (Column 8 / Column 4) * 100%

10. COST OF CIP ATTRIBUTABLE TO NEW DEVELOPMENT (Column 10) =

Column 10 = (Column 8 / Column 4) * Column 6

11. ACTUAL COST PER SERVICE UNIT (Column 11) =

Column 11 = Column 10 / Column 8

APPENDIX D

CALCULATION OF VEHICLE-MILES OF DEMAND

Proportionality Study Update and Methodology
City of Celina



2015-Buildout Vehicle-Mile Trip Generation by Planning Area, Celina Proportionality Study

Based on Analysis of Planning Area Build-Out using the 2013 Celina Comprehensive Plan

Estimated Residential Growth Vehicle-Mile Trip Generation

Service Area	Added Dwelling Units	Vehicle-Miles per DU	Total Vehicle-Miles
1	27626	4.24	117004
2	13178	4.24	55813
3	22130	4.24	93727
4	35698	4.24	151192
5	29002	4.24	122832
6	11751	4.24	49769
7	22863	4.24	96832

162248

SU Equivalency	
SF Res	4.24
Basic Employ	3.96
Service Employ	6.31
Retail Employ	3.06

Estimated Basic Employment Growth Vehicle-Mile Generation

Service Area	Added Employees	Square Feet per emp.	Total Square Feet	Vehicle-Miles Per 1000/SF	Total Vehicle-Miles
1	669	1500	1,003,500	3.96	3,971
2	0	1500	0	3.96	0
3	3612	1500	5,418,000	3.96	21,440
4	0	1500	0	3.96	0
5	0	1500	0	3.96	0
6	2237	1500	3,355,500	3.96	13,278
7	0	1500	0	3.96	0

6518

Estimated Service Employment Growth Vehicle-Mile Generation

Service Area	Added Employees	Square Feet per emp.	Total Square Feet	Vehicle-Miles Per 1000/SF	Total Vehicle-Miles
1	633	500	316,500	6.31	1,997
2	296	500	148,000	6.31	934
3	13438	500	6,719,000	6.31	42,401
4	1408	500	704,000	6.31	4,443
5	625	500	312,500	6.31	1,972
6	12515	500	6,257,500	6.31	39,489
7	1367	500	683,500	6.31	4,313

30282

Estimated Retail Employment Growth Vehicle-Mile Generation

Service Area	Added Employees	Square Feet per emp.	Total Square Feet	Vehicle-Miles Per 1000/SF	Total Vehicle-Miles
1	320	1000	320,000	3.06	978
2	157	1000	157,000	3.06	480
3	6975	1000	6,975,000	3.06	21,326
4	733	1000	733,000	3.06	2,241
5	317	1000	317,000	3.06	969
6	6381	1000	6,381,000	3.06	19,510
7	696	1000	696,000	3.06	2,128

15579

Vehicle-mile Generation Summary

Service Area	Residential Growth Vehicle-Miles	Basic Growth Vehicle-Miles	Service Growth Vehicle-Miles	Retail Growth Vehicle-Miles	Total Growth Vehicle-Miles
1	117004	3971	1997	978	123951
2	55813	0	934	480	57227
3	93727	21440	42401	21326	178893
4	151192	0	4443	2241	157876
5	122832	0	1972	969	125773
6	49769	13278	39489	19510	122045
7	96832	0	4313	2128	103273
Totals	687,169	38,689	95,549	47,632	869,038



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: December 7, 2015
Re:

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding the adoption of an Ordinance to declare the drainage of the municipality a public utility and establish a Municipal Storm Water Utility System. (Johnson)

Background Information:

City staff has investigated and determined that it would be advantageous and beneficial to the citizens of the City to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System. The ordinance will establish the drainage of the City as a public utility as per Chapter 552, Subchapter C of the Texas Local Government Code.

If approved, the City will provide storm water drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding property exempt under the Act and certain real property exempted pursuant to this Article, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms. The drainage charges established herein shall be for all non-exempt benefitted property as defined in the Act within the City drainage system. The City would also be authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal drainage utility system. The drainage charge shall be separately identified from other public utility billings. Drainage charges may only be expended for the costs of service as defined by the Act.

Board Review/Citizen Input:

Public Hearing

Alternatives:

Council may choose not to support the creation of a storm water utility.

Financial Considerations:

None

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

1. Proposed Draft Ordinance

Staff Recommendation:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER _____ "UTILITIES," TO ADD ARTICLE _____ "MUNICIPAL DRAINAGE UTILITY SYSTEM," DIVISION _____ "CREATION AND ADMINISTRATION" TO ESTABLISH A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES, AND APPEALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A CRIMINAL PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas, has investigated and determined that it would be advantageous and beneficial to the citizens of the City to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System; and

WHEREAS, the City Council further investigated and determined that it would be in the best interest of the citizens to adopt the Municipal Drainage Utility Systems Act as set forth in Chapter 552, Subchapter C, Texas Local Government Code, as amended ("Act"); and

WHEREAS, the City Council hereby adopts the Act and incorporates it herein in its entirety for all purposes; and

WHEREAS, the City Council finds that the drainage of the City is a public utility within the meaning of the Act; and

WHEREAS, the City Council further finds that the City will establish a schedule of drainage charges against all real property in the proposed service area(s) which included the entire City subject to charges under this Ordinance; and

WHEREAS, the City Council further finds that the City will provide drainage for all real property in the proposed service area(s) on payment of drainage charges, except real property exempted under the Act or pursuant to this Ordinance; and

WHEREAS, the City Council further finds that the City will offer drainage service on nondiscriminatory, reasonable and equitable terms;

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

SECTION 1. Chapter _____ “_____” of the Code of Ordinances of the City of Celina, Texas, is amended by adding Article _____, “Municipal Drainage Utility System,” Division _____, “Creation and Administration” to read as follows:

ARTICLE _____. Municipal Drainage Utility System

Division 1. Creation and Administration

Sec. 86-501. Municipal Drainage Utility System Established.

The Municipal Drainage Utility Systems Act, Chapter 552, Subchapter C, Texas Local Government Code, as amended (the “Act”), is hereby adopted and shall be fully implemented as provided by the Act and by the City Council; and the drainage of the City is hereby found to be a public utility within the meaning of the Act.

Sec. 86-502. Drainage Service Provided.

The City will provide storm water drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding property exempt under the Act and certain real property exempted pursuant to this Article, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms. The drainage charges established herein shall be for all non-exempt benefitted property as defined in the Act within the City drainage system

Sec. 86-503. Billing for Drainage Service.

The City is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal drainage utility system. The drainage charge shall be separately identified from other public utility billings. Drainage charges may only be expended for the costs of service as defined by the Act.

Sec. 86-504. Authority to Levy Drainage Charges; Findings.

The City may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the Act and this Article. Prior to the levy of any drainage charges, the City Council shall conduct a public hearing on the drainage charges pursuant to the Act. Prior to adoption of this Article, the City Council found and determined:

- (1) The City will establish a schedule of drainage charges against all real property in the proposed area which includes the entire City subject to the charges under the Act;

(2) The City will provide drainage for all real property in the proposed service area on payment of the drainage charges, except real property exempt under the Act; and

(3) The City will offer drainage service on nondiscriminatory, reasonable, and equitable terms.

Sec. 86-505. Exemptions Authorized.

The City is authorized to exempt certain property, entities or persons from all ordinances, resolutions, and rules which the City may adopt from time to time in connection with the adoption of the Act and the establishment of its municipal drainage utility system. Any exemptions to the drainage charges established herein other than the exemptions required by the Act shall be set forth in the drainage charge schedule.

Sec. 86-506. Charges.

(a) The City Council shall, following the adoption of this Article, from time to time establish by ordinance a drainage charge schedule for charges which shall be collected through the City's bill for public utilities pursuant to the Act and other applicable law. There shall be a drainage charge on each monthly public utility statement for the City drainage system as set forth in the drainage charge schedule. The City Manager, or designee, is authorized to collect such charges in a manner consistent with the City Charter, the Act and this Article. The drainage charges shall be a separate line item on the public utility statement, and shall be clearly identified as a separate charge. Except, as otherwise provided herein, the billing, charges and collection procedures shall be consistent with City collection procedures for water and sewer services provided by the City.

(b) The drainage charges established pursuant to this Article will apply to the accounts maintained by the City for public utility services.

(c) All billings, credits, exemptions and other procedures relating to drainage charges established pursuant to this Article shall be subject to the provisions of the Act and other applicable law.

(d) A deposit for the drainage services as a precondition to accepting surface flow from benefitted property into the City drainage utility system shall not be required. All real property of the City will be provided with drainage utility system service on timely payment of drainage charges established herein.

Sec. 86-507. Appeals.

(a) Billing and payment disputes for administrative issues relating to the drainage charges shall be subject to appeals procedures used by the City for other public utility billing disputes. A person or entity that owns or occupies a benefitted property may

appeal the drainage charges established herein pursuant to this procedure set forth in this section.

(b) Appeals shall be directed to the Director of Engineering for evaluation and determination. An appeal shall be in writing and submitted to the Director of Engineering within thirty (30) days after the public utility billing statement containing the matter to be disputed. During all periods of appeal the person or entity that owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full

(c) The Director of Engineering shall render a written decision on such appeals within thirty (30) days after receiving a timely written notice of appeal from the person or entity that owns or occupies the benefitted property and/or the account holder. The Director of Engineering shall deliver a copy of the appeal decision to the person or entity that owns or occupies the benefitted property and/or the account holder by U.S. mail to the address of the landowner/account holder according to the most recent records in the possession of the City.

(d) Any person or entity who owns or occupies the benefitted property and/or the account holder who disagrees with the decision of the Director of Engineering may appeal such decision to the City Manager in writing within ten (10) days after receipt of the decision of the Director of Engineering. The decision of the City Manager shall render a written decision within thirty (30) days after receipt of a timely appeal. The decision of the City Manager shall be final.

Sec. 86-508. Penalties; Enforcement.

Failure to pay the drainage charges promptly when due shall subject such user to discontinuance of any public utility services provided by the City, in accordance with the procedures adopted by the city for discontinuance of any City public utility service including water and/or sewer service and other applicable laws.

SECTION 2. All provisions of the ordinances of the City of Celina in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Celina not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. This ordinance shall take effect from and after its passage and the publication of the caption of said ordinance as the law and the City Charter in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THE _____ DAY OF _____, 2015.

ATTEST:

APPROVED:

_____, City Secretary

_____, Mayor

APPROVED AS TO FORM:

_____, City Attorney



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Public Works
 Date: December 7, 2015
 Re:

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance of the City of Celina amending the Code of Ordinances by adding "Municipal Drainage Utility System Fee Schedule"; Establishing a Municipal drainage utility system fee; Providing for exemptions and credits. (Johnson)

Background Information:

City staff has investigated and determined that it would be advantageous and beneficial to the citizens of the City to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System. The ordinance will establish the drainage of the City as a public utility as per Chapter 552, Subchapter C of the Texas Local Government Code.

As per the creation of the storm water utility the City can charge a drainage utility fee to be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:

Property Type	Monthly Drainage Utility Fee
Single-Family Residential	\$7.75
All Other Non-Exempt Property	\$7.75 per ERU*

*ERU (Equivalent Residential Unit) = 5000 square feet impervious area

A minimum charge of one (1) ERU shall be applied to each non-exempt non-single family residential developed property, regardless of classification.

Council will also consider exemptions and fee credits for on-site stormwater management controls that reduce the property's impact to the drainage utility.

Board Review/Citizen Input:

Public Hearing

Alternatives:

Council may choose not to support the creation of a storm water utility.

Financial Considerations:

None

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

1. Proposed Draft Ordinance

Staff Recommendation:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER _____ CHAPTER _____ “_____,” ARTICLE _____ “MUNICIPAL DRAINAGE UTILITY SYSTEM,” OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, TEXAS, BY ADDING DIVISION 2 “MUNICIPAL DRAINAGE UTILITY SYSTEM FEE SCHEDULE”; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM FEE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas has previously investigated and determined that it would be advantageous and beneficial to the citizens of the City of Celina, Texas to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System; and

WHEREAS, the City Council has created a Municipal Drainage Utility System as authorized by Chapter 552, Subchapter C, Texas Local Government Code, as amended, (“the Act”) pursuant to Ordinance No. _____, which is to be codified as Chapter ___, Article ___, Division 1 of the Code of Ordinances; and

WHEREAS, pursuant the Act, the City Council has investigated and determined that a schedule of drainage fees shall be applied against all real property in the proposed service area(s); and

WHEREAS, the City Council further finds that it would be in the best interest of its citizens to amend the Code of Ordinances to adopt the drainage utility system charges to be collected in support of operation of the City’s drainage utility system:

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

SECTION 1. Chapter _____ “_____,” Article _____, “Municipal Drainage Utility System,” of the Code of Ordinances of the City of Celina, Texas, is amended by adding Division 2 “Municipal Drainage Utility Fee Schedule” to read as follows:

Division 2. Municipal Drainage Utility System Fee Schedule

Sec. 86-520. Establishment of Drainage Utility Fee.

The drainage utility fee set forth in this Division 2 is adopted pursuant to Sec. 86-506 and shall be collected through the City’s bill for public utilities pursuant to the Act, Division 1 of this Article, and other applicable law.

Sec. 86-521. Impervious Area; Fee Assessed.

(a) Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.

(b) The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:

Property Type	Monthly Drainage Utility Fee
Single-Family Residential	\$7.75
All Other Non-Exempt Property	\$7.75 per ERU*

*ERU (Equivalent Residential Unit) = 5000 square feet impervious area

(c) A minimum charge of one (1) ERU shall be applied to each non-exempt non-single family residential developed property, regardless of classification.

Sec. 86-522 Exemptions.

The following property shall not be assessed a drainage utility fee:

- (1) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City in which the property is located for maintenance;
- (2) A subdivided lot, until a structure has been built on the lot and a Certificate of Occupancy has been issued by the City;
- (3) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- (4) State property; and
- (5) Public or private institutions of higher education property.

Sec. 86-523. Fee Credits.

(a) A property owner may petition the City to reduce the drainage utility fee for an individual property to account for on-site stormwater management controls that reduce the property's impact to the drainage utility system.

(b) The petition shall be evaluated and the fee adjustment decision determined by the Director of Engineering or the Director's designated representative. The evaluation and determination performed by the Director of Engineering shall be based on nondiscriminatory, reasonable and equitable terms in accordance with the Act and this Article.

SECTION 2. All provisions of the ordinances of the City of Celina in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Celina not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This ordinance shall become effective January 1, 2016, after its passage and the publication of the caption of said ordinance as the law and the City Charter in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THE _____ DAY OF _____, 2015.

ATTEST:

APPROVED:

_____, City Secretary

_____, Mayor

APPROVED AS TO FORM:

_____, City Attorney



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Sutton Fields I PID Dissolution Resolution

Action Requested:

The Celina City Council will conduct a public hearing, consider testimony and act upon a resolution regarding the dissolution of an existing Public Improvement District (PID) for Sutton Fields, a ±494.883 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas. The property is generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields I Dissolution) (Liebman)

Background Information:

City Council accepted a petition to dissolve the existing Public Improvement District (PID) for ±494.883 acres of land (Sutton Fields) on September 3, 2015.

Notification:

- ~~§ September 25, 2015 — Notice of public hearing published in *The Celina Record*~~
- ~~§ September 25, 2015 — Property owners within PID boundaries notified by mail~~
- ~~§ September 25, 2015 — Notice posted on City website~~
- ~~§ October 13, 2015 — Council to conduct public hearing~~
- § December 7, 2015 Council to consider dissolving the existing Sutton Fields PID

Supporting Documents:

- Resolution Dissolving the Sutton Fields I PID

Legal Review:

The proposed resolution was written and reviewed by the City's land use attorney.

Staff Recommendation:

Staff recommends approval

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DISSOLVING THE SUTTON FIELDS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 9, 2015, the City of Celina, Texas (“Celina” or “City”), passed Resolution 2015-27R, creating Sutton Fields Public Improvement District (the “District”) which is generally located north of Parvin Road, east of FM 1385, south of Crutchfield Road, and west of Crutchfield Road as it turns south and Parvin Road as it turns north, and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B, each attached hereto and incorporated herein for all purposes; and

WHEREAS, Celina is authorized under Chapter 372.011 of the Texas Local Government Code (the “Act”), to dissolve a public improvement district; and

WHEREAS, CADG Sutton Fields, LLC, a Texas limited liability company (the “Petitioner”) submitted and filed with the City Secretary of Celina a petition (the “Petition”) meeting the requirements of the Act and indicating: (i) the owner of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition and requesting that the City Council dissolve the District; and

WHEREAS, by separate petition, the Petitioner requested the creation of a Sutton Fields II Public Improvement District to include more property than the District and on October 13, 2015, the City passed Resolution 2015-51R, creating Sutton Fields II Public Improvement District; and

WHEREAS, pursuant to Section 372.007 of the Act, the City staff and financial advisor evaluated the Petition and the termination of the assessments and service and assessment plan subject to creation of a new Sutton Fields II Public Improvement District to include more property than the District; and

WHEREAS, the District has incurred no obligations of indebtedness for improvements; and

WHEREAS, the governing body of Celina (the “City Council”) provided notice to the public before the 15th day before the date of the scheduled public hearing regarding dissolution of the District, in a newspaper of general circulation in the City; and

WHEREAS, in compliance with the Act, written notice was mailed before the 15th day before the date of the scheduled public hearing regarding dissolution of the District to the current address of the owner of the property subject to assessment under the District; and

WHEREAS, the City Council of Celina (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after providing all notices required by the Act, the City Council conducted a public hearing for the purpose of dissolving the District on December 7, 2015; and

WHEREAS, no comments were offered or filed in opposition to dissolution of the District; and

WHEREAS, the City Council of Celina closed the public hearing on December 7, 2015.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Celina by the Petitioner was filed with the City Secretary and complies with Subchapter A of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.011 and 372.009, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on December 7, 2015, hereby finds and declares that the Sutton Fields Public Improvement District, which was created by Resolution 2015-27R on June 9, 2015, is dissolved for all purposes.

Section 4. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 7th day of December, 2015.

ATTEST:

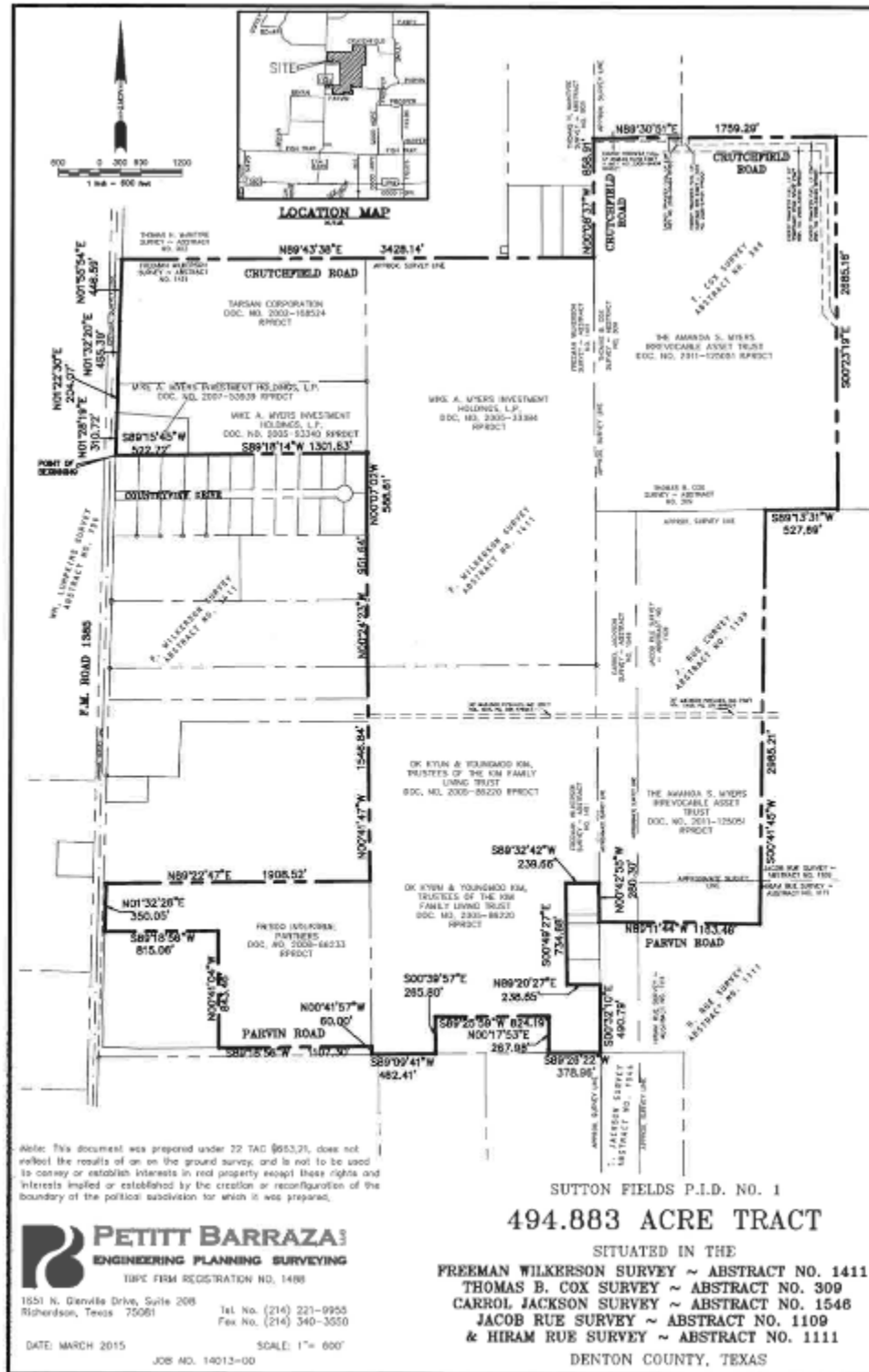
Mayor Pro-Tem

City Secretary

SEAL

Attachment: Resolution Dissolving the Sutton Fields PID (1377 : Sutton Fields I PID Dissolution Resolution)

EXHIBIT A PROPERTY DEPICTION



Attachment: Resolution Dissolving the Sutton Fields PID (1377 : Sutton Fields I PID Dissolution Resolution)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION
(494.883 ACRES)

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), and the northwest corner of said Tarsan Corporation tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, and the north line of the Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P.

tract recorded in Document No. 2005-33384, RPRDCT, a distance of 3428.14 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southeast corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southwest corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 494.883 acres of land.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Public Hearing and Ordinance on Assessments to be Levied within Wells South PID

Action Requested:

The Celina City Council will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Wells South Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±400.5 acre tract of land located within the city limits and the ETJ of the City of Celina, Collin County, Texas, and is generally located at the north of FM 1461 (Frontier Parkway), east of CR 83, and south and west of CR 84. (Wells South) (Liebman)

Background Information:

The public hearing is to allow public input for assessments to be levied to facilitate development for Wells South Public Improvement District PID, created on August 11, 2015. This public hearing was continued from the November 10, 2015 City Council meeting.

Public Notice:

The public hearing notice was published in *The Celina Record* on Friday, October 30, 2015 and notice was sent to the property owner via certified mail on October 30, 2015. This public hearing was originally heard on November 10, 2015 and continued to the December 7, 2015 City Council meeting.

Supporting Documents:

- Proposed assessments
- Service and Assessment Plan

Legal Review:

The City's land use attorney and bond counsel have both reviewed this document and deemed it acceptable.

Staff Recommendation:

NA



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Rezoning Request for Wells South Planned Development

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 ± 400.5 acre tract of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030; Collin County, Texas; as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD Planned Development No. 58; the property is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road). (Wells South) (Liebman)

Background Information:

The applicant is requesting the establishment of a Planned Development Zoning District (PD 58) following annexation into the City of approximately 400.5 acres. Areas A-E would be developed as single-family, detached housing units, ranging in lot widths between 50 feet and 70 feet. Area F, located on the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road), would have a base zoning of MU-2 and be comprised of townhomes, single family, and neighborhood retail land uses.

Development Standards for Wells South were approved by City Council on April 28, 2015 at a Special Called Meeting as part of a pre-annexation extraterritorial jurisdiction Development Agreement. The Development Standards included within this zoning request conform to the approved standards in the Development Agreement.

Public Notice:

The City Council public hearing notice was published in *The Celina Record* on Friday, November 20, 2015 and zoning signs were placed on the property on Monday, July 6, 2015. In addition, all property owners located within 200 feet of the subject property have been notified by mail of the annexation and subsequent zoning request. Twelve (12) citizens called or emailed staff requesting more information. Two of these citizens requested to be listed as against the development in general and specifically against any commercial or multiple family development.

Board/Committee Recommendation:

The Planning and Zoning Commission, at their regular meeting on August 18, 2015, recommended approval of the zoning request (6-0), subject to the applicant changing the lot sizes adjacent to the entirety of CR 83 to be no less than seventy (70) feet in width.

Supporting Document:

- Ordinance

Legal Review:

The City's land use attorney has reviewed the ordinance and deemed it acceptable.

Staff Recommendation:

Staff recommends approval.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Kids R Kids/Hallford Rezoning Request

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 6.017 acre tract of land located in the Collin County School Land Survey, Abstract No. 167; Collin County, Texas; as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD Planned Development No. 59; the property is generally located on the west side of SH 289 (Preston Road) approximately 2,000 feet north of Frontier Parkway. (Kids R Kids and Hallford) (Liebman)

Background Information:

The ±6.017 acre tract of land was annexed into the City on August 31, 2015 and automatically assigned a "holding zoning district" of AG-Agricultural. The applicant is proposing to divide the acreage into two tracts, which will be platted at a later date. The ±1.99 acre Tract 1 is proposed as a day care center (Kids R Kids). Tract 2, ±4.018 acres, is proposed to be developed as a mini warehouse and storage.

Planned Development Regulations:

The underlying zoning will be R/O - Retail/Office. Tract 1 will be developed with the land use of day care center. This use is being added to the list of allowed uses to accommodate the proposed land use. The exterior materials and architectural details, landscaping, setbacks and parking will conform to the Zoning Ordinance, as adopted or amended, including the Preston Road Overlay District, except where specifically called out in the Development Regulations.

The land use of mini warehouse/storage is being added to the list of allowed uses to accommodate the proposed land use. The proposed office/manager's residence will conform to the exterior materials and architectural details, of the Zoning Ordinance, as adopted or amended. An eight (8) foot solid masonry wall is required to surround the entire mini warehouse tract and be constructed of materials that match those used on the office. The exterior of any warehouse/storage unit that faces the east/west drive shall also be constructed of 100% masonry, with the exception of doors and windows. All other warehouse/storage units that are not facing the east/west drive may be constructed out of metal or other durable materials suitable for warehouse use. Required parking for Tract 2 shall be six spaces for the

office. No landscaping shall be required within the service areas (defined as travel lanes, parking and any open spaces within the warehouse/storage units' area). A landscape plan shall be provided and approved by the Director of Planning & Development Services at the time a site plan is submitted. No setbacks are required for Tract 2 if used as mini warehouse. If another use is proposed, the setbacks are called out in the Development Regulations. However, turning radii to accommodate safe movement of cars, trucks and trailers shall meet all Engineering requirements.

The overall tract shall provide north/south connectivity with a driveway to the south (obtaining access easements from the current property owner) and a stub-out to the north. The 40 foot landscape buffer required by the Preston Road Overlay District shall be observed. No parking or buildings shall be allowed within this buffer, although a monument sign for the overall development shall be allowed within the buffer, as approved by the Director of the Department of Planning & Development Services.

Conformance with the Comprehensive Plan:

Celina's Comprehensive Plan, amended in 2013, states that rezoning requests shall be consistent with the land use designation as shown on the Future Land Use Map. The subject property is designated Moderate-High Residential/Suburban Mix. This use includes several residential product types, but also includes "non-residential uses intended to support a much larger area than the immediate neighborhood and will be located at and in between intersections." Both of the uses proposed - a day care center and a mini storage facility - meet the criteria of non-residential uses that support a wide area of Celina.

Conformance with the Preston Road Overlay District:

The Preston Road overlay (PRO) district is intended to help the city "create high-quality aesthetic, functional, and safety characteristics of development along the Preston Road (State Highway 289) within the city where higher development standards can effectively enhance the city's image as a desirable place to live, work, and shop this important corridor." The PRO's boundaries extend 750 feet from the right-of-way along both sides of State Highway 289 and to all properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289. Most of the provisions of the PRO will be applied during the site plan process. However, staff has confirmed that the concept plan for the day care center and the mini warehouse, as proposed, will meet the required setbacks from Preston Road.

Public Notice:

The City Council notice of the public hearing was published in *The Celina Record* on November 20, 2015. Four (4) property owners within 200 feet of the subject property were notified by mail on October 2, 2015 and public hearing zoning signs were placed on the property on Monday, August 3, 2015. As of the date of the printing of this packet, no comments either for or against the zoning change have been received by the Planning Department.

Supporting Documents:

- Ordinance
- Zoning Exhibit
- Elevations
- Concept Plan
- Development Regulations

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
ORDINANCE 2015-30
HALLFORD/KIDS R KIDS PD#59

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 6.017 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #59; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; 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, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" 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 2030 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 the zoning classification is hereby established as “PD” Planned Development District, #59 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #59.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

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 depicted on Exhibit “A” 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 7th day of December, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, 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 located in the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 167, Celina, Collin County, Texas, and being a part of a tract of land described in deed to Ray Hallford, recorded in Volume 2978, Page 32, Deed Records, Collin County, Texas, and being more particularly described as follows:

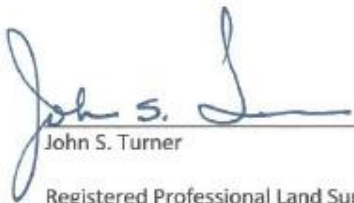
Beginning at a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the West line of Preston Road (State Hwy 289), a variable width public right-of-way, same being the East line of said Hallford tract, at the Northeast corner of a tract of land described in deed to Susie King, recorded in Volume 4203, Page 249, Deed Records, Collin County, Texas;

Thence South 89°20'42" West, along the North line of said King tract, a distance of 932.19 feet to a point for corner;

Thence North 00°16'59" East, a distance of 279.95 feet to a point for corner in the North line of said Hallford tract;

Thence North 89°23'20" East, a distance of 942.84' to a point in the said West line of Preston Road at the Northeast corner of said Hallford tract;

Thence South 02°28'02" West, along said West line of Preston Road, a distance of 279.61 to the PLACE OF BEGINNING and containing 6.017 acres of land.


John S. Turner

Registered Professional Land Surveyor

No. 5310



EXHIBIT B

ZONING MAP

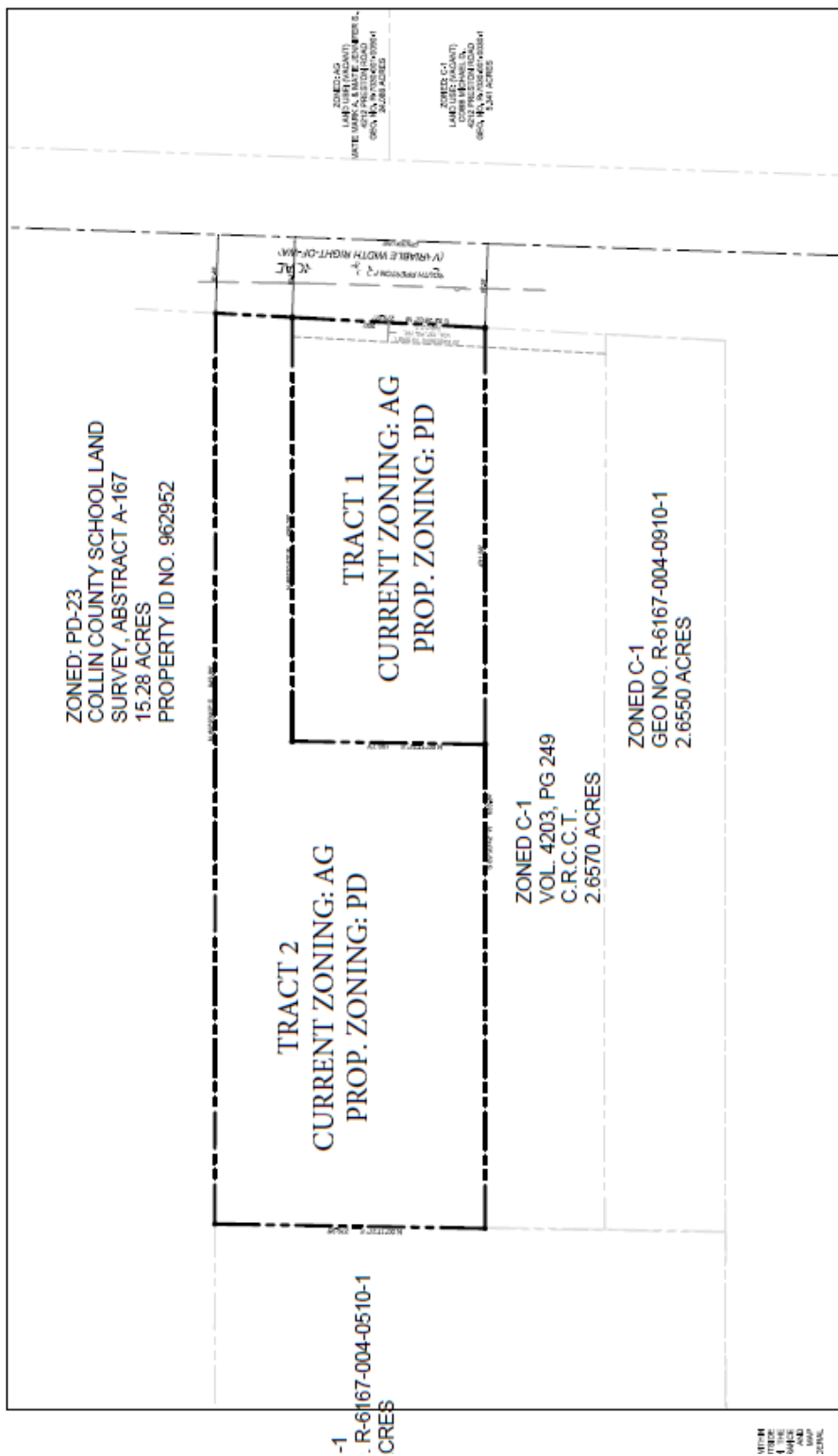


EXHIBIT C
CONCEPT PLAN

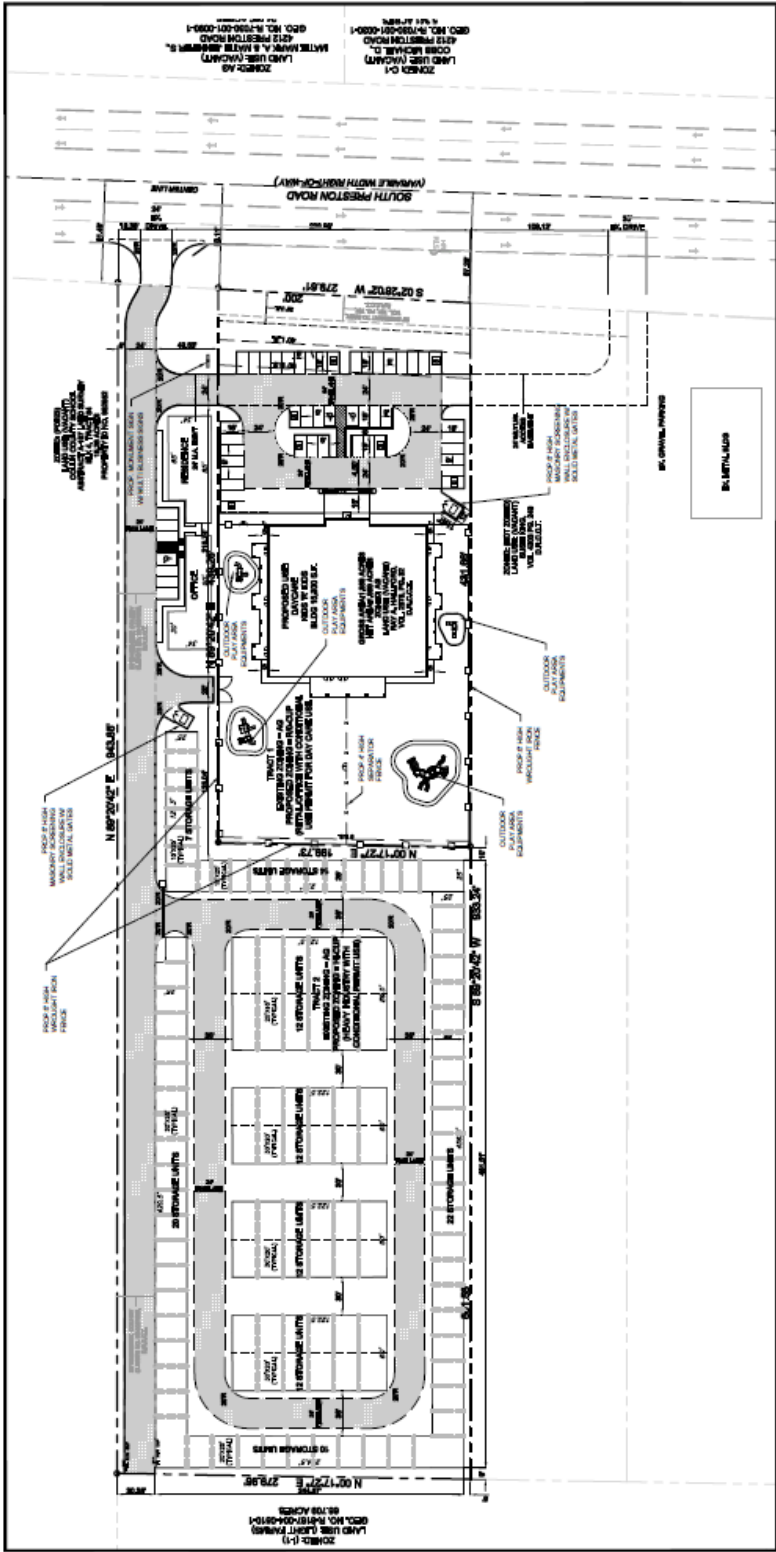


EXHIBIT D
DEVELOPMENT REGULATIONS
KIDS R KIDS AND HALLFORD PROPERTY

These development regulations are intended for a ±6.017 acre tract of land in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas. The property is generally located on the west side of SH 289 (Preston Road) approximately 2,000 feet north of Frontier Parkway. (Kids R Kids and Hallford)

The purpose of this Planned Development (PD) is to create a small commercial tract that allows the two uses of a children's day care center and a mini warehouse and storage facility. In the event that the proposed uses are not built, the Planned Development provides for additional approved uses. The site will connect to the undeveloped land to the north and south on the west side of Preston Road. The proposed uses are in compliance with the Comprehensive Plan dated April, 2013.

1.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

2.0 General Regulations

- 2.1 All regulations for this PD District not redefined by this document shall conform to the regulations set forth in the City of Celina Zoning Ordinance, including the Preston Road Overlay District and the Subdivision Ordinance as they exist or may be amended.
- 2.2 Any significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission as well as the City of Celina City Council through a Planned Development/Zoning amendment. Any minor changes to the Conceptual Site Plan regarding building locations and individual uses within the PD are allowed by staff approval, so long as the general character within the base zoning district in the PD is maintained and the general location of the land uses remains as shown in Exhibit C.
- 2.3 A property owners association shall be established and shall be responsible for the maintenance of all open space areas, any shared parking and/or landscaped areas.

3.0 Permitted Land Uses:

- 3.1 The permitted uses within the PD are listed below.

Armed services recruiting center	P
Artist studio	P
Auto laundry or carwash	P
Auto supply store for new & rebuilt parts	P
Bakery or confectionery (retail)	P
Bank/credit union	P
Child day care (business)	P
Church/place of worship	P

Food or grocery store	P
Garden shop with outdoor storage (screened)	P
General retail store	P
Gymnastics facility	P
Kiosk (providing a service)	P
Laundry/dry cleaning (drop off/pick up)	P
Mini Storage and Warehouse	P
Nursing/convalescent home	P
Offices (professional and general business)	P
Personal services shop	P
Pet and animal grooming shop	P
Restaurant (with drive-through service)	P
Restaurant (with no drive-through service)	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Veterinarian (indoor kennels)	P

4.0 Development Regulations:

4.1 All regulations for the District not redefined by this document shall conform to the regulations set forth in the City of Celina Zoning Ordinance, the Preston Road Overlay District and the Subdivision Ordinance as they exist or may be amended.

a) Development Standards for Tract 1.

- Minimum front yard: Forty (40) feet from Preston Road
- Minimum side yard: Fifteen (15) feet.
- Minimum rear yard: Twenty-five (25) feet
- Maximum height: Forty (40) feet

b) Development Standards for Tract 2.

- Minimum front yard: Forty (40) feet from Preston Road
Minimum side yard when side of building is incorporated into a screening wall: Ten (10) feet; otherwise fifteen (15) feet.
- Minimum rear yard when rear of building is incorporated into a screening wall: Ten (10) feet; otherwise twenty-five (25) feet
- Maximum height:
 - Office/manager's residence: Twenty-five (25) feet
 - Storage Units: Twelve (12) feet
 - Other retail/office uses: Twenty-five (25) feet

c) Maximum impervious surface. 80% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.

d) Connectivity: vehicular connectivity to adjacent tracts is required.

- 4.2 Exterior Materials shall be 100% masonry, as defined in the Zoning Ordinance as it exists or may be amended, on the first floor of any building that faces a right-of-way or public access drive. The second story or decorative facades above the first story of such buildings may include stucco, cementitious materials (e.g. Hardiboard®) or wood detailing as well as masonry. Buildings that face no right-of-way or access drives (such as mini warehouses set behind the masonry screening fence) may be metal faced.

5.0 Parking Regulations

- 5.1 The parking shall be provided according to the City of Celina Zoning Ordinance as it exists or may be amended.
- 5.2 Parking for Tract 2 shall be six spaces for the office and one additional space for every 25 warehouse/storage units.

6.0 Landscape & Irrigation Regulations

- 6.1 The landscape and requirements shall conform to City of Celina Development Standards and Use Regulations described in the Zoning Ordinance and Preston Road Overlay District, as exists or may be amended with the exception that no landscaping shall be required within the mini warehouse service areas (defined as travel lanes, parking and any open spaces within the warehouse/storage units' area).

7.0 Screening Regulations

- 7.1 The screening requirement for all uses adjacent to residential uses shall be a eight (8) foot solid masonry wall with materials that are consistent with the color and design of the primary structure and conform to City of Celina Development Standards and Use Regulations described in the City of Celina Zoning Ordinance, as exists or may be amended.
- 7.2 Whenever an off-street parking or vehicular use area abuts the Preston Road right-of-way, a perimeter landscape area of at least 40 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees. A minimum four (4) foot wide sidewalk shall be provided in the landscape buffer area, connecting to the adjacent properties to the north and south, with appropriate ADA accessible ramps provided at drive openings.

8.0 Subdivision Ordinance Regulations

- 8.1 Development shall meet the standards of City of Celina Engineering Design Manual and the Subdivision Ordinance, as exists or may be amended.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Littell 93 Rezoning Request

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 ±93.277 acre tract of land located in the L.M. Boyd Survey, Abstract No. 48; Collin County, Texas; as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD Planned Development No. 60; the property is generally located approximately 2,000 feet east of SH 289 (Preston Road) north of CR 100 and south of CR 134. (Littell 93) (Liebman)

Background Information:

A portion of the ±93.277 acre tract of land was annexed into the City on July 14, 2015 and the remaining two parcels will complete annexation prior to the rezoning request being considered by City Council. Upon annexation, the interim holding zoning district of AG-Agriculture is automatically assigned.

The applicant is proposing to establish a PD using the MU-2, Mixed Use Regional base zoning district to accommodate a mixture of land uses including retail/office, single family residential, townhomes, and multi-family divided into three (3) tracts.

Retail/Office- The retail/office use is allowed within tract 1; this area shall have no maximum lot size, but shall be a minimum of 10,000 square feet in size, and have a minimum lot width of 100 feet. In areas where the retail office use abuts a single family use then a 50 foot setback from the adjacent single family use shall be required. Shipping containers used for the temporary and seasonal storage of goods may be placed in the rear of anchor retail uses if they are entirely screened from view. The screening must be provided by a masonry wall 8 feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure.

Single Family Residential- The Single Family Residential component provides for two lot types. SF-50, are lots which are fifty (50) feet in width and have a minimum square footage of 6,000 square feet. SF-60, are lots which are sixty (60) feet in width and have a minimum square footage of 7,500 square feet. Single family residential uses may be developed in tracts 2 & 3. Tract 3 may contain no more than 50%

of the SF-50 lot type. In both single family residential types garage doors facing the street must be flush or set back from the front façade. J-swing type garages may protrude up to 5 feet into the front building line to ensure additional variation.

Townhomes- Townhomes are allowed within tract 2, town home lots shall be a minimum of 3,000 square feet and 30 feet in width when measured at the front line setback. Townhomes may not exceed 45 feet in height. Garage access must be provided from either the side or rear, and in no case shall the face of the garage be closer than eighteen (18) feet from the ROW. Townhome units shall be limited to 9 units per acre.

Multi-family- Multi-family units are allowed within tract 2, multi-family is limited to 20 units per acre. With a minimum dwelling square footage of 700. Multi-family development adjacent to a single family development shall require a minimum setback of fifty (50) feet.

Open space- non-residential tracts shall provide a minimum of 15% of their lot as open space. Residential tracts shall provide a minimum of 1 acre per 75 dwelling units. Detention/retention areas utilized as open space must be amenitized on three sides by sidewalks, benches, pavilions etc.

Public Notice:

The public hearing notice was published in the *Celina Record* on Friday, October 2, 2015. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved city tax roll, who are located within 200 feet of any property affected. As of October 16, 2015 staff has received one letter in support and none in opposition to the proposal.

Supporting Documents:

- Proposed Development Regulations
- Proposed Planned Development Concept Plan

Legal Review:

N/A

Board/Committee Recommendation:

At the Planning and Zoning Commission meeting on November 17, 2015 the Planning and Zoning Commission voted unanimously to recommend approval of this item.

Staff Recommendation:

Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2015-____
LITTELL PD#45 AMENDMENT

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 93.277ACRE TRACT OF LAND LOCATED IN THE L M BOYD SURVEY, ABSTRACT NUMBER 48, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #60; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; 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, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" 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 2030 Comprehensive Plan of the City of Celina; and

Attachment: Littell PD ordinance (1370 : Littell 93 Rezoning Request)

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 the zoning classification is hereby established as “PD” Planned Development District, #60 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #60.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

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 depicted on Exhibit “A” 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 regulations 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, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 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 exact Caption and Effective Date clause 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 7th day of December, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Littell PD ordinance (1370 : Littell 93 Rezoning Request)

Exhibit "A"**Tract I**

BEING all that certain 11.93 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found in asphalt for the Northeast corner of the herein described tract, same being the Northeast corner of said Tract 1, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract 1 and said County Road 97, a distance of 717.20 feet to a point for the Southeast corner of the herein described tract;

THENCE through the interior of said Tract 1 as follows:

South 89 deg. 09 min. 49 sec. West, a distance of 733.46 feet to a point for the Southwest corner of the herein described tract;

North 00 deg. 47 min. 00 sec. West, a distance of 708.09 feet to a point for the Northwest corner of the herein described tract, same being in the North line of said Tract 1, same being in the approximate centerline of County Road 134 (prescriptive 60' right-of-way);

THENCE along the common line of said Tract 1 and said County Road 134 as follows:
North 88 deg. 56 min. 00 sec. East, a distance of 48.32 feet to a railroad spike found in asphalt for angle point;

North 88 deg. 24 min. 47 sec. East, a distance of 677.86 feet to the POINT OF BEGINNING and containing 11.93 acre of computed land, more or less.

Tract II

BEING all that certain 15.43 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a railroad spike found in asphalt for the Northeast corner of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline

of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE along the common line of said Tract I and said approximate centerline of County Road 134 as follows:

South 88 deg. 24 min. 47 sec. West, a distance of 677.86 feet to a railroad spike found in asphalt for angle point;

South 88 deg. 56 min. 00 sec. West, a distance of 48.32 feet to a point for the Northeast corner of the herein described tract;

THENCE through the interior of said Tract I as follows:

South 00 deg. 47 min. 00 sec. East, a distance of 708.09 feet to a point for the Southeast corner of the herein described tract;

South 71 deg. 34 min. 33 sec. West, a distance of 890.95 feet to a point for the Southwest corner of the herein described tract, same being in the East line of that certain tract of land conveyed to Alla 33 Partners, LLC, by deed recorded under Instrument Number 20150224000195730, Official Public Records, Collin County, Texas;

THENCE North 01 deg. 17 min. 40 sec. West, along the common line of said Tract I and said Alla tract, a distance of 688.85 feet to a point for the most westerly Northwest corner of the herein described tract, same being the Southwest corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 2936, Page 496, Deed Records, Collin County, Texas;

THENCE along the common line of said Tract I and said Gunter Water (Volume 2936, Page 496) tract as follows;

North 88 deg. 42 min. 20 sec. East, a distance of 160.91 feet to a point for internal corner, same being the Southeast corner of said Gunter Water (Volume 2936, Page 496) tract;

North 01 deg. 40 min. 34 sec. West, passing the Northeast corner of said Gunter Water (Volume 2936, Page 496) tract, same being the Southeast corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 795, Page 810, Deed Records, Collin County, Texas, and continuing along the common line of said Tract I and said Gunter Water (Volume 795, Page 810) tract, a total distance of 286.41 feet to a mag nail found in asphalt for the most northerly Northwest corner of the herein described tract, same being the Northeast corner of said Gunter Water (Volume 795, Page 810) tract, same being in the approximate centerline of aforesaid County Road 134;

THENCE North 88 deg. 56 min. 00 sec. East, along the common line of said Tract I and said approximate centerline of County Road 134, a distance of 698.74 feet to the POINT OF BEGINNING and containing 15.43 acres of computed land, more or less.

Tract III

BEING all that certain 65.90 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of Tract I and II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found in asphalt for the Northeast corner of said Tract I, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract I and said County Road 97, a distance of 717.20 feet to a point for the Northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract I and the approximate centerline of said County Road 97, passing the Southeast corner of said Tract I, same being the Northeast corner of aforesaid Tract II, and continuing along the common line of said Tract II and said approximate centerline of said County Road 97, a total distance of 1867.96 feet to a 3/8 inch iron rod found in asphalt for the Southeast corner of the herein described tract, same being the Southeast corner of said Tract II, same being in the intersection of County Road 97 and County Road 100, same being the Northeast corner of that certain tract of land conveyed to Central Frisco, Ltd., by deed recorded under Instrument Number 20080306000268700, Official Public Records, Collin County, Texas;

THENCE South 88 deg. 07 min. 58 sec. West, along the common line of said Tract II and said Central Frisco tract, same being the approximate centerline of said County Road 100, a distance of 1587.40 feet to a 3/8 inch iron rod found in gravel for the Southwest corner of the herein described tract, same being the Southwest corner of said Tract II, same being the Southeast corner of that certain tract of land conveyed to CR 100 Thirty-Three Partners, LP, by deed recorded under Instrument Number 20150224000195720, said Official Public Records;

THENCE North 01 deg. 17 min. 40 sec. West, along the common line of said Tract II and said CR 100 tract, passing the Northeast corner of said CR 100 tract, same being the Southeast corner of that certain tract of land conveyed to Alla 33 Partners, LLC, by deed recorded under Instrument Number 20150224000195730, said Official Public Records, and continuing along the common line of said Tract II and said Alla tract, passing the Northwest corner of said Tract II, same being the Southwest corner of aforesaid Tract I, and continuing along the common line of said Tract I and said Alla tract, a total distance of 1627.28 feet to a point for the Northwest corner of the herein described tract;

THENCE through the interior of said Tract I as follows:

North 71 deg. 34 min. 33 sec. East, a distance of 890.95 feet to a point for angle point;

North 89 deg. 09 min. 49 sec. East, a distance of 733.46 feet to the POINT OF BEGINNING and containing 65.90 acres of computed land, more or less.

Overall Description

BEING all that certain 93.277 acre tract of land situated in the L. M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being all of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being all of Tract II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 529, said Deed Records, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found in asphalt for the Southeast corner of the herein described tract, same being the Southeast corner of said Tract II, same being in the intersection of County Road 97 and County Road 100, same being the Northeast corner of that certain tract of land conveyed to Central Frisco, Ltd., by deed recorded under Instrument Number 20080306000268700, Official Public Records, Collin County, Texas, same being in the West line of DC Ranch, Phase I, an addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded under Instrument Number 20070406070001240, said Official Public Records;

THENCE South 88 deg. 07 min. 58 sec. West, along the common line of said Tract II and said Central Frisco tract, same being the approximate centerline of said County Road 100, a distance of 1587.40 feet to a 3/8 inch iron rod found in gravel for the Southwest corner of the herein described tract, same being the Southwest corner of said Tract II, same being the Southeast corner of that certain tract of land conveyed to CR 100 Thirty-Three Partners, LP, by deed recorded under Instrument Number 20150224000195720, said Official Public Records;

THENCE North 01 deg. 17 min. 40 sec. West, along the common line of said Tract II and said CR 100 tract, passing the Northeast corner of said CR 100 tract, same being the Southeast corner of that certain tract of land conveyed to Alla 33 Partners, LLC, by deed recorded under Instrument Number 20150224000195730, said Official Public Records, and continuing along the common line of said Tract II and said Alla tract, passing the Northwest corner of said Tract II, same being the Southwest corner of aforesaid Tract I, and continuing along the common line of said Tract I and said Alla tract, a total distance of 2314.13 feet to a 1/2 inch iron rod set for the most westerly Northwest corner of the herein described tract, same being the Southwest corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 2936, Page 496, aforesaid Deed Records;

THENCE along the common line of said Tract I and said Gunter Water (Volume 2936, Page 496) tract as follows:

North 88 deg. 42 min. 20 sec. East, a distance of 160.91 feet to a 1/2 inch iron rod set for internal corner, same being the Southeast corner of said Gunter Water (Volume 2936, Page 496) tract;

North 01 deg. 40 min. 34 sec. West, passing the Northeast corner of said Gunter Water (Volume 2936, Page 496) tract, same being the Southeast corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 795, Page 810, aforesaid Deed Records, and continuing along the common line of said Tract I and said Gunter Water (Volume 795, Page 810) tract, a total distance of 286.41 feet to a mag nail in asphalt found for the most northerly Northwest corner of the herein described tract, same being the Northeast corner of said Gunter Water (Volume 795, Page 810) tract, same being in the approximate centerline of aforesaid County Road 134, same being in the South line of that certain tract of land conveyed to Celina Independent School District, by deed recorded under Instrument Number 20070404000455450, aforesaid Official Public Records;

THENCE North 88 deg. 56 min. 00 sec. East, along the common line of said Tract I and said School District tract, same being the approximate centerline of said County Road 134, a distance of 747.07 feet to a railroad spike found for angle point, same being the Southeast corner of said

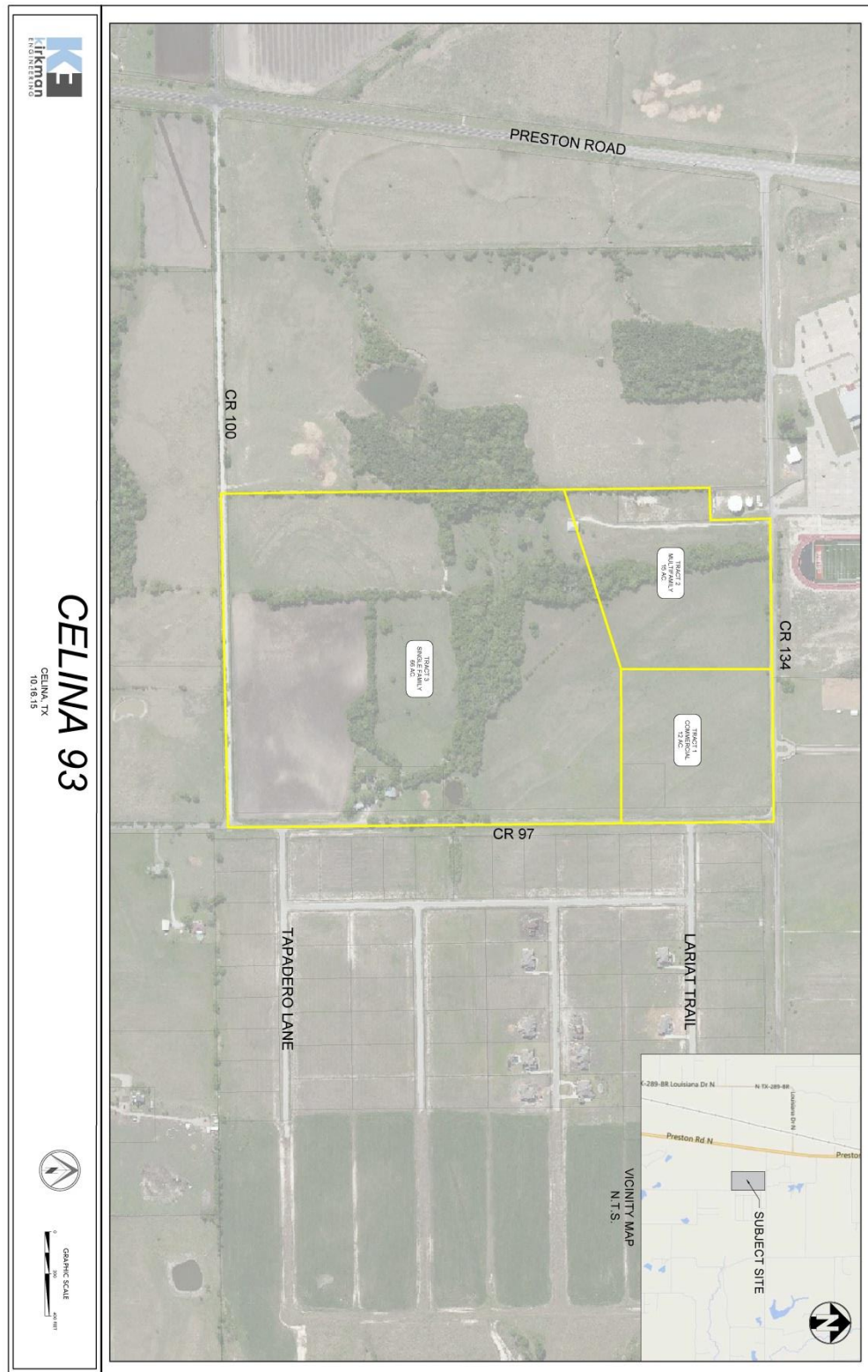
School District tract, same being the Southwest corner of that certain tract of land conveyed to Four Winds Enterprises, LTD, by deed recorded under Instrument Number 20090508000560230, said Official Public Records;

THENCE North 88 deg. 24 min. 47 sec. East, along the common line of said Tract I and said Four Winds (20090508000560230) tract, passing the Southeast corner of said Four Winds (20090508000560230) tract, same being the Southwest corner of that certain tract of land conveyed to Four Winds Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, aforesaid Deed Records, and continuing along the common line of said Tract I and said Four Winds (Volume 5476, Page 8080) tract, same being the approximate centerline of said County Road 134, a total distance of 677.86 feet to a railroad spike found in asphalt for the Northeast corner of the herein described tract, same being the Northeast corner of said Tract I, same being in the intersection of said County Road 134 and aforesaid County Road 97, same being in the West line of aforesaid DC Ranch, Phase I;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract I and said DC Ranch, Phase I, same being the approximate centerline of said County Road 97, passing the Southeast corner of said Tract I, same being the Northeast corner of aforesaid Tract II, and continuing along the common line of said Tract II and said DC Ranch, Phase I, same being the approximate centerline of said County Road 97, a total distance of 2585.16 feet to the POINT OF BEGINNING and containing 93.277 acre of computed land, more or less.

Attachment: Littell PD ordinance (1370 : Littell 93 Rezoning Request)

Exhibit "B"



Attachment: Littell PD ordinance (1370 : Littell 93 Rezoning Request)

Exhibit "C"



Attachment: Littell PD ordinance (1370 : Littell 93 Rezoning Request)

**Exhibit “D”
Development Standards**

PLANNED DEVELOPMENT DISTRICT STANDARDS

1.0 TRACT 1 STANDARDS

MIXED-USE: RETAIL AND COMMERCIAL

All Retail and Commercial Development within the PD (see Concept Plan) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended. The following regulations shall also be applicable:

1.1 Permitted Uses: The following uses shall be allowed:

- a. Armed Services Recruiting
- b. Artist Studio
- c. Auto Laundry or Carwash (CUP required if adjacent to Single Family detached development)
- d. Auto Supply Store for new & rebuilt parts
- e. Bakery or Confectionary (retail)
- f. Bank/Credit Unions
- g. Child Day Care (business)
- h. Church/Place of Worship
- i. Convenience Store without gas sales
- j. Farmers Market (public)
- k. Food or Grocery Store
- l. Garden Shop (inside storage)
- m. General Retail Store
- n. Laundry/Dry Cleaning (drop off/ pick up)
- o. Offices (Professional and general business)
- p. Parking Lot Structure, Commercial (auto)
- q. Personal Services Shop
- r. Pet and animal grooming shop (No outdoor kennel)
- s. Restaurant (Drive-In service, with or without drive-through service)
- t. Retirement Home/Home for the Aged
- u. Theatre or Playhouse (indoor)
- v. Veterinarian (indoor kennels)

1.2 Permitted with Conditional Use Permit: The following uses shall be allowed with an approved CUP:

- a. Funeral Home with or without crematorium
- b. Kiosk (providing a service)
- c. Tire Dealer with Open Storage
- d. Outdoor Display/sales (shall be screened and may not exceed 15% percent of the total gross floor area of the entire structure)
- e. Nursery (retail sales outdoor)

- f. Auto repair (Major/minor)
- g. Auto Laundry or carwash (CUP required if adjacent to Single Family detached development)
- h. Club, private (class I & II)
- i. Convenience Store with gas sales
- j. Extended Stay Hotels/Motels (residence hotels)

1.3 Prohibited Uses:

- a. Check Cashing Services
- b. Recycling Kiosk
- c. Sexually Oriented Business
- d. Multi-Family
- e. Motel

1.4 Design Guidelines:

a. Area Regulations:

- i. Maximum lot size: No Maximum lot size.
- ii. Minimum lot size: No lot shall be less than 10,000 square feet.
- iii. Front yard: A minimum building setback of twenty-five (25) feet shall be provided on the front of the lot. A corner lot shall have 2 front yards.
- iv. Side yard: A minimum building setback of eight (8) feet shall be provided on the side of the lot. A minimum building setback of fifty (50) feet shall be provided on the side of the lot when adjacent to a residential lot.
- v. Rear yard: A minimum building setback of fifteen (15) feet shall be provided on the rear of the lot. A minimum building setback of fifty (50) feet shall be provided adjacent to single-family detached.
- vi. Maximum impervious surface: No more than eighty five (85) percent of the total lot area, including main buildings, accessory buildings, parking lots, drive, fire lanes and loading areas shall be impervious surface.
- vii. Building size for nonresidential structures: No building footprint shall exceed 190,000 square feet in size.
- viii. Minimum lot width: One hundred (100) feet.

b. Connectivity:

- i. A minimum of two (2) vehicular points of connection to adjacent roadways shall be provided. The connection can be through either a direct driveway to the adjacent roadway or through a shared access driveway to the adjacent roadway.
- ii. A minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.

c. Parking/Loading Requirements:

- i. Parking shall be in accordance with City standards, as currently adopted or may be amended.
- d. Temporary/Seasonal Sales:
 - i. Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the spaces are in excess of the minimum required parking based on the City of Celina Parking ratios. Restroom facilities must be provided.
 - ii. Large shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight feet (8) in height or the height of the container, whichever is greater. The Wall must be composed of materials that match those used on the main structure.

2.0 TRACT 2 STANDARDS

MIXED-USE: TOWNHOME/MULTI-FAMILY/SINGLE-FAMILY

All Mixed-Use development within this PD shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended. The following regulations shall also be applicable:

- 2.1 Permitted Uses: The following uses shall be allowed:
 - a. Dwelling, multiple-family (garden style or urban)
 - b. Dwelling, Townhome
 - c. Dwelling, Single Family – SF-50, SF-60
- 2.2 Design Guidelines: Mixed Use, Townhouse:
 - a. Area Regulations:
 - i. Lot Size: Minimum three thousand (3,000) square feet and thirty (30) feet in width when measured at the front yard setback line
 - ii. Maximum lot size: No Maximum lot size.
 - iii. Height: The primary structure shall not exceed forty five (45) feet in height as measured to the peak
 - b. Setbacks:

- i. Front yard: Minimum building setback of fifteen (15) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A garage door must be set back a minimum of twenty (20) feet from the property line. A corner lot shall have two front yards.
 - ii. Side Yard: A minimum building setback of five (5) feet shall be provided on each side of the lot. Interior Side Yard: An interior side yard setback of zero (0) feet shall be permitted provided that all dwelling units maintain a minimum wall to wall separation of ten (10) feet. No portion of a building may cross a property line. Side yards adjacent to a public ROW shall be set back a minimum of fifteen (15) feet.
 - iii. Rear Yard: A minimum building setback of fifteen (15) shall be provided on the rear of the lot. A garage door must be set back a minimum of eighteen (18) feet if alley access is provided.
- c. Maximum impervious surface:
 - i. No more than eighty five (85) percent of the total lot area, including main buildings, accessory buildings, parking lots, drive, fire lanes and loading areas shall be impervious surface.
- d. Connectivity:
 - i. A minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- e. Garages
 - i. All townhome units shall provide for rear access garages serviced by an alley with a fifteen (15) foot ROW 10 of which shall be paved. Garage access may be provided from the side provided adequate access to a ROW exists.
 - ii. In no case shall there be less than eighteen (18) feet between the face of the garage and the ROW.
- f. Density
 - i. Townhome units shall be limited to nine (9) units per gross acre.

2.3 Design Guidelines: Mixed Use, Multi-Family:

- a. Area Regulations:
 - i. Lot Size: Five thousand (5,000) square feet.
 - ii. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).

- iii. Density: The maximum density of multi-family units shall be 20 units per gross acre.
- iv. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (700) square feet.
- v. Height: The maximum height shall be fifty (50) feet.
- vi. Front Yard: Twenty-five feet (25') adjacent to non-residential
Fifty feet (50') adjacent to residential
- vii. Rear Yard: Twenty feet (20') adjacent to non-residential
Fifty feet (50') adjacent to residential
- viii. Side Yard: Twenty feet (20') adjacent to non-residential
Fifty feet (50') adjacent to residential
- ix. Lot Width: Minimum of one hundred (100) feet.
- x. Lot Depth: One hundred feet (100') minimum.

b. Development standards:

- i. Development standards not listed shall comply with the City's code of ordinances as currently adopted or may be amended.

3.0 **TRACT 3 STANDARDS**

3.1 General Description: This PD shall allow uses which conform to the Chart of Allowable Uses attached hereto as APPENDIX "A" and shall conform to the standards set forth in the SF-R, Single Family Residential District set forth in the Zoning Ordinance as amended from time to time except as otherwise set forth herein.

3.2 Residential Type "SF-50" (SF-50): SF-50 units are detached, single family residential units. These units may be located anywhere in Tract 3 or tract 2. SF-50 units located within tract 3 may make up no more than 50% of the detached, single family residential units within tract 3.

If SF-50 units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building and Area Requirements:
 - i. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
 - ii. 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. Accessory structures shall not

exceed twenty-five feet (25').

- iii. Lot Size: The minimum lot area shall be six thousand (6,000) square feet.
- iv. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).
- v. 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.
- vi. Front Yard: Twenty feet (20') minimum. Key lots shall have 2 front yards.
- vii. Front Porch: 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.
- viii. Rear Yard: Ten feet (10') minimum.
- ix. Side Yard: Five feet (5') minimum.
- x. Side Yard Adjacent to Street: Fifteen feet (15') minimum.
- xi. Lot Width: Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
- xii. Lot Depth: One hundred feet (100') minimum.
- xiii. Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
- xiv. Garage Orientation & Setback: Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.
- b. Location Restriction: SF-50 units may be located anywhere within tracts 3 or 2.

3.3 Residential Type "SF-60" (SF-60): SF-60 are detached, single family residential units these units may be located anywhere in Tract 3 or tract 2.

If SF-60 units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building and Area Requirements:

- i. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (7,200) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
 - ii. 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. Accessory structures shall not exceed twenty-five feet (25').
 - iii. Lot Size: The minimum lot area shall be six thousand (7,200) square feet.
 - iv. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (55%).
 - v. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,900) square feet.
 - vi. Front Yard: Twenty feet (20') minimum. Key lots shall have 2 front yards.
 - vii. Front Porch: 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.
 - viii. Rear Yard: Ten feet (10') minimum.
 - ix. Side Yard: Five feet (5') minimum.
 - x. Side Yard Adjacent to Street: Fifteen feet (15') minimum.
 - xi. Lot Width: Sixty feet typical (60'); fifty feet (50') minimum (@ right-of-way) on cul-de-sac lots.
 - xii. Lot Depth: One hundred ten feet (110') minimum.
 - xiii. Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
 - xiv. Garage Orientation & Setback: Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.
- b. Location Restriction: SF-60 units may be located anywhere within tract 3, or in tract 2.

- 3.4 Permissible Uses: In addition to the uses outlined in this PD, the following uses shall be allowed in Tract 3, or in tract 2:
- a. 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.
 - b. Community Facility Uses and/or Amenity Centers
 - c. Public and private parks;
 - d. 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;
 - e. Landscaped Entry Features
 - f. 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.

4.0 GENERAL CONDITIONS FOR PD:

4.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it presently exists or may be amended.

4.2 Concept Plan: The Concept Plan attached hereto as EXHIBIT "C", and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Minor revisions to the Concept Plan shall not be considered to be an amendment to the PD zoning requirements, provided that all other sections of the PD are met when the Concept Plan is revised.

4.3 Off-Street Parking and Loading Requirements: Off-Street Parking and Loading Requirements shall conform to the provisions of the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein.

4.4 Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance or subdivision regulations, as they exist or as amended from time to time, except as set forth herein. In addition, along the southern property line of the tract of land identified on EXHIBIT "A", there shall be a fifteen (15) foot landscape easement if ROW is established, dedicated or constructed. This landscape easement may be part of and incorporated into any existing gas line easement or other easements. There shall be a fifteen (15) foot landscape easement along the eastern property boundary that will be provided for in the area between the 30 foot and 20 foot water line easements. The waterline easements may contain berms and landscaping but no trees. Additionally, there shall be a fifteen (15) foot landscape buffer along CR 134.

4.5 Open Space Requirements: A minimum of fifteen percent (15%) of the each tract's area, excluding rights-of-way for collector and larger sized streets, shall be devoted to open space. A minimum of one (1) acre per seventy-five (75) dwelling units overall for residential areas and a minimum of 15% open space is required for non-residential uses unless residential is vertically integrated with commercial uses. The open space requirements shall be met for each tract individually as defined on EXHIBIT "A". Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, buffers, public or private parks, water features and other similar uses and all parking or loading areas and driveways associated with such uses. Detention/Retention areas must be amenitized on three sides with improvements such as sidewalks, benches, pavilions, etc. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas, driveways (except for parking or loading areas and driveways described in the preceding sentence) or any principal or accessory use.

4.6 Development Standards: Development Standards shall conform to the provisions set forth in the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein, unless modified by a zoning amendment.

4.7 Screening: The following screening shall be required;

- a. Commercial adjacent to single-family: 6' masonry wall

- b. Multi-family adjacent to single-family: 6' masonry wall
- c. Lots backing or siding to collectors and thoroughfares: 6' masonry wall or thirty (30') foot landscape buffer containing four (4) foot landscape berm with a decorative metal fencing or landscaping

4.8 Zoning per Tract: Each of the three tracts defined in this PD may be individually amended without impacting the other two tracts. If the zoning for one of the tracts within this PD is changed, the remaining tracts retain the zoning described in this PD. Required notices will be sent on a per tract basis.

DRAFT



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Public Hearings Regarding the Involuntary Annexation of the May Tract

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the proposed involuntary annexation of a ±45.311 acre tract of land in Celina's extraterritorial jurisdiction (ETJ) and situated in the Thomas Stayton Survey, Abstract No. 806, and generally located at the northwest corner of CR 51 and the future alignment of the Dallas North Tollway. (May Tract) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the properties listed in Exhibit "A"

The properties have an agricultural exemption. A pre-annexation agreement was offered to the owner and was not returned to the City prior to the required deadline.

- ~~• November 10, 2015 - City Council acts on Resolution to set the public hearing dates.~~
- December 7, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- January, 12 2016 - City Council acts on Ordinance annexing the properties listed in Exhibit "A"

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney assisted staff during the pre-annexation process.

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: December 7, 2015
Re: Subdivision Ordinance Amendment - Median Landscaping

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 1997-07, as heretofore amended, the same being the Subdivision Ordinance, Division 4: Design Standards, to add a new Section 10.03.129 entitled "Median Landscaping." (Liebman)

Background Information:

Staff is proposing an amendment to the Subdivision Ordinance to add regulations and design standards that require median landscaping be provided with development within the City of Celina and its extraterritorial jurisdiction (ETJ).

Legal Obligations and Review:

The City Attorney has reviewed this ordinance and deemed it acceptable.

Public Notifications:

The City Council notice of this public hearing was published in *The Celina Record* on November 20, 2015.

Board/Commission Recommendation:

At the meeting on November 17, 2015, the Planning and Zoning Commission voted (4-0) to recommend approval of this Subdivision Ordinance amendment.

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015 _____

SUBDIVISION ORDINANCE - MEDIAN LANDSCAPING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING NO. 1997-07, AS HERETOFORE AMENDED, THE SAME BEING THE SUBDIVISION ORDINANCE, DIVISION 4: DESIGN STANDARDS, TO ADD A NEW SECTION 10.03.129 ENTITLED “MEDIAN LANDSCAPING;” PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, 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 County 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 an orderly provision of adequate public facilities to serve new development in the city and enhance the aesthetics of the city as a whole; and

WHEREAS, the City Council of the City of Celina, Texas (“City Council”) desires to regulate the landscaping of medians in the City of Celina (“City”); and

WHEREAS, the City Council, has determined that regulating the development of median landscaping is necessary to promote responsible land and economic development, and to protect the public health and safety.

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**AMENDMENTS**

3.01. That the Celina Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.03, Subdivision Ordinance is hereby amended to add a new Section 10.03.129: Median Landscaping Regulations, which shall read as follows:

“Sec. 10.03.129 Median Landscaping

Landscaping improvements shall be installed within the medians of all proposed or planned or divided roadways within the city limits as shown on the City Master Thoroughfare Plan. Frontage is wherever a property abuts the right-of-way of the divided thoroughfare, and separate frontages exist on each side of the thoroughfare.

- (a) **Applicability.** Only developments or subdivisions abutting or adjacent to a divided roadway, as defined in the Master Thoroughfare Plan, shall be subject to this section.
- (b) **Developer Obligation.** The subdivider or developer shall be fully responsible for the construction and installation of the required landscaping and maintenance of the improvements for a period of one year. During the first year following installation, the subdivider or developer shall replace any tree, shrub, sod, groundcover or hardscape in substandard condition. Following the first year, the Director of Engineering & Public Works shall inspect the installation and determine what, if any, plant materials and/or hardscape must be replaced prior to the City taking over maintenance.
- (c) **Installation or Deferment.** In the event that the Director of Engineering & Public Works, in his sole discretion, determines that the installation of improvements at any given time period is impractical due to further road construction or other factors, the subdivider or developer shall pay a fee-in-lieu into an escrow account for future median landscaping and/or maintenance. This fee-in-lieu of installation is collected once from each frontage and described more fully in subparagraph (h).
- (d) **City Participation.** At the discretion of the Director of Engineering & Public Works, the subdivider may install landscaping across the full width of the median, and be reimbursed by the City for the landscaping provided for the second frontage at the per linear foot of frontage rate or the actual cost of the improvements, whichever is less, if funds are available.
- (e) **Plan Design Burden/Escrowed Cost.** In the case where undeveloped land exists on both sides of a divided public street, the first to develop shall carry the burden of submitting plans for landscaping, hardscape and irrigation of the median, along with escrowing the fee-in-lieu, as described in subparagraph (h). At the discretion of the Director of Engineering & Public Works, the City or County may contribute to this escrow account in order to facilitate the implementation of the landscape plan.
- (f) **Installation Burden.** However, if the City declines to participate in the immediate landscaping of the median in question, the second to develop will utilize the approved plans (or modify the approved plans with City approval of the modifications) and shall be responsible for the purchase and installation of the median improvements, using the escrowed account from the first developer and shall contribute an equal amount to the overall cost of the median landscaping. In the event that the original escrow amount has fallen short of current material and/or installation costs, the City will make up the difference in cost or the plans shall be modified to be installed within the cost allotted. Any surplus funds shall be placed in the City’s landscape maintenance account.
- (g) **Minimum requirements for median landscaping:**
 - (1) All trees and plant materials shall be chosen from the City’s approved plant list.
 - (2) One ornamental tree per thirty (30) linear feet of median. Ornamental trees shall be a minimum two-inch (2”) caliper and eight feet (8’) in height at time of planting and shall be used primarily as accent trees near the median nose and dispersed within the canopy trees;

- (3) One canopy tree per thirty (30) linear feet of median, with a minimum of four-inch (4") caliper trunk, and a well-formed canopy that is typical of the species. Canopy trees shall be planted no closer than thirty (30) feet from street lights located in the median, no closer than twenty (20) feet to an intersection, and no closer than fifteen (15) feet from any overhead electrical line;
 - (4) Ornamental and canopy trees need not be evenly spaced and may be clustered for a more pleasing aesthetic effect;
 - (5) When the nose of a median is tapered to five (5) feet or less, that portion of the median shall be paved with bricks placed to align with the top of curb;
 - (6) A minimum of twenty percent (20%) of the landscaped area shall be planted in evergreen shrubs, groundcover and/or native grasses;
 - (7) Planting beds shall be separated from turf grass using 14-gauge steel edging to define ground cover beds and reduce weed incursion;
 - (8) Irrigation installation shall include bubblers or drip irrigation for all canopy and ornamental trees and irrigation to uniformly water the planting beds and shall be equipped with rain-freeze sensors; and
 - (9) Landscape and installation plans shall be subject to review and approval by the Director of Planning & Development Services and the Director of Engineering & Public Works. The location and placement of landscaping shall conform to the City Street Design Standards and shall be placed to accommodate the ultimate number of traffic lanes, although shrubs, native grasses and ornamental trees may be placed in future traffic lanes if it is determined that these lanes will likely not be constructed in less than ten (10) years.
- (h) Should the Director of Engineering & Public Works, at his sole discretion, determine that the immediate installation of median landscaping is impractical; a fee-in-lieu of construction shall be collected and placed in escrow at a rate of \$25.00 per linear foot of median length for one-side frontage and \$50.00 per linear foot of median length if the development is adjacent to both sides of the roadway. The fee-in-lieu shall be collected prior to plat filing. Said fees-in-lieu of installation shall be applied to construction, reconstruction, upgrading, and installation of median landscaping of divided roadways within the adjacent Median Landscape Areas, as shown on Attachment A. Any fees not expended within ten years of collection shall be returned to the developer or subdivider who deposited the fees with the City.
- (i) Notwithstanding the provisions of subparagraph (h), hereinabove, the City shall not be required to return fees that have not been expended if roadway medians have not been constructed on divided roadways within the adjacent roadway benefit area thus preventing the purchasing, planting, growing and/or irrigation of the required standard median landscaping. The time period for the expenditure of fees escrowed with the City for the construction of median landscaping shall not begin to run until such time as the roadway medians have been constructed on such divided roadways, the roadway medians have been accepted by the City, and the roadway medians are ready for standard median landscaping."

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on 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 5 **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 hotels and motels 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 6 **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 7 **PENALTY**

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 (\$2000) for each offense.

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 **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 Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9 **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 10 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of December, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

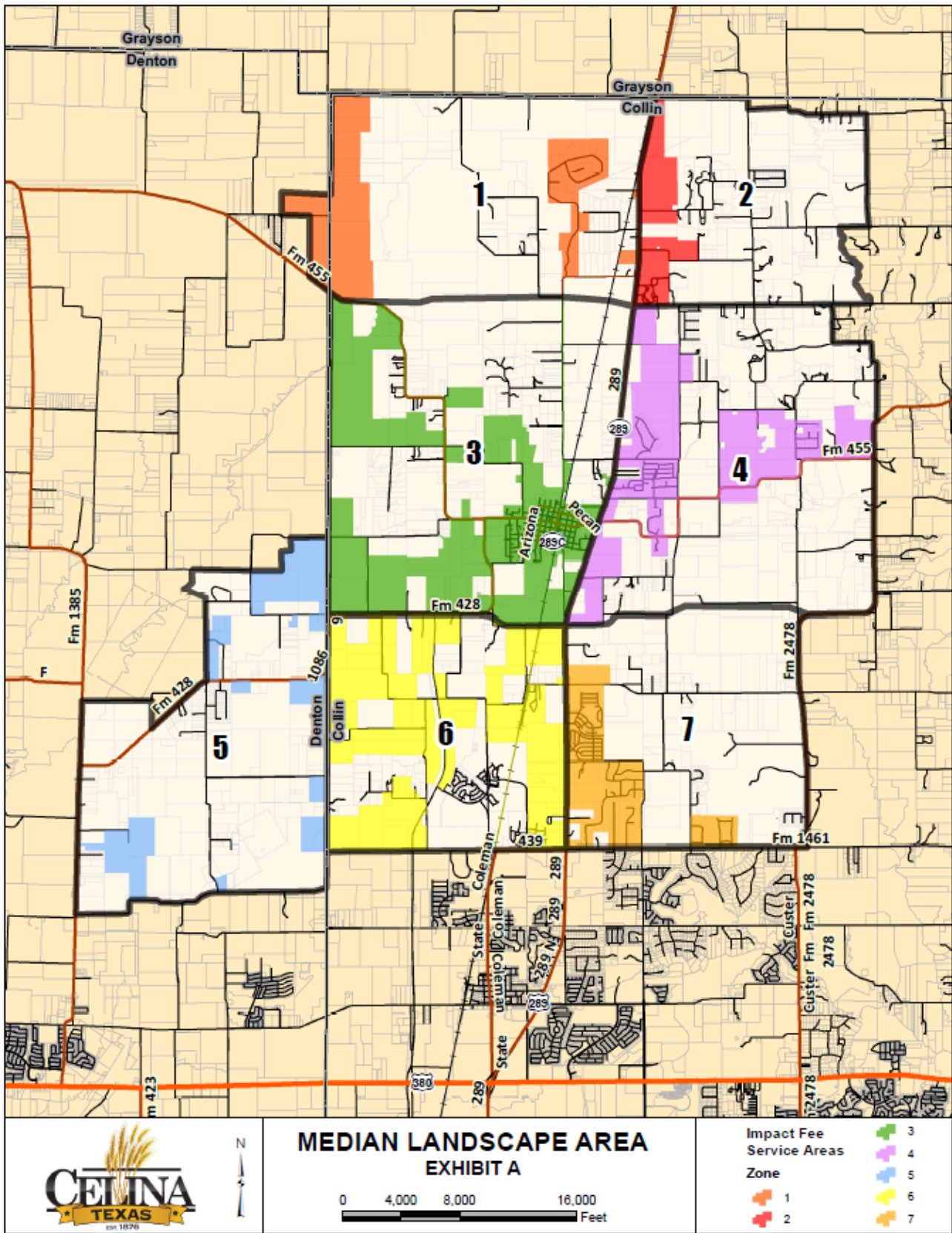
[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Sub. Ordinance Amendment Median Landscape (1371 : Subdivision Ordinance - Median Landscaping)

ATTACHMENT A



Attachment: Sub. Ordinance Amendment Median Landscape (1371 : Subdivision Ordinance - Median Landscaping)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Zoning Ordinance Amendment - Lighting

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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, Chapter 14: Zoning, Article 14.05: Performance Standards, Section 14.05.229, Lighting. (Liebman)

Background Information:

Staff is proposing an amendment to the Zoning Ordinance to restrict garish lighting effects, especially in the Historic Downtown District. The Historic Downtown District should be distinguished by levels of lighting that provide safe pedestrian travel while enhancing the character and ambiance created in part by the architecture, brick paving and landscaped area of Celina's Square. In other areas of Celina, lighting should provide information to passing motorists and pedestrians without being distracting.

Historic Downtown District Regulations.

To this end, all use of neon or any other type of continuous strip lighting shall be prohibited in the Historic Downtown District. Strings of lighting illuminating window borders or architectural features, whether mounted inside or outside the building, shall be prohibited unless used within the time frame of a federally recognized holiday, such as Christmas, in which case such lights may be in place for forty-five (45) days before the holiday and must be removed within fourteen (14) days following the holiday.

In all cases, lights shall not strobe, flash or blink. Lighting fixtures advertising a product shall be limited to a maximum of ten percent (10%) of any window surface. Business signs that include neon or other high intensity lighting are prohibited in the Historic Downtown District. Signs in this area should enhance the character of the building's architecture, the overall downtown area in general and reflect the aesthetics of the citizens. Business signs may be back-lit or illuminated with downward-cast lights of low intensity.

Lighting Regulations for Commercial Areas Outside the Historic Downtown District.

Businesses outside the Historic Downtown District may use neon to accent architectural features, such as roofs. High intensity LED or similar strip lighting to accent windows and/or doors is

prohibited. Monument signs may not be illuminated with neon or other high intensity lighting. Lighting for monument signs shall be back-lit or illuminated with ground-mounted spotlights. Illuminated window signs shall be limited to a maximum of ten percent (10%) of any window surface. In all cases, lights shall not strobe, flash or blink.

Legal Obligations and Review:

The City Attorney has reviewed this ordinance and deemed it acceptable

Public Notifications:

The City Council notice of this public hearing was published in *The Celina Record* on November 20, 2015.

Supporting Documents:

- Proposed Amendments to the Lighting Regulations

Board/Commission Recommendation:

At its meeting on November 17, 2015, the Planning and Zoning Commission voted (4-0) to recommend approval of this Zoning Ordinance amendment.

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
ORDINANCE NO. 2015 _____
LIGHTING

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, ARTICLE 14.05: DEVELOPMENT STANDARDS AND USE REGULATIONS; DIVISION 7, PERFORMANCE STANDARDS; SECTION 14.05.229, LIGHTING; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, 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 County 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, the City Council of the City of Celina, Texas ("City Council") desires to regulate lighting in the City of Celina ("City"); and

WHEREAS, the City Council, has determined that regulating lighting is necessary to promote responsible land and economic development, and to protect the public health and safety.

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.

Attachment: Ordinance - Lighting - Lighting (1372 : Zoning Ordinance Amendment - Lighting)

SECTION 3 AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 14 Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations; Division 7, Performance Standards; Section 14.05.229, Lighting, shall read as follows:

“Sec. 14.05.229 Lighting

- (a) Purpose. Standards for controlling lighting and glare are set forth to reduce the annoyance and inconvenience to property owners and traffic hazards to motorists. These standards are intended to allow reasonable enjoyment of adjacent and nearby property by their owners and occupants while requiring adequate levels of lighting of parking areas.
- (b) Applicability. This chapter shall apply to all commercial buildings and any new construction except as follows:
Commercial sites for which lighting was approved as part of a site plan prior to the ordinance from which this chapter is derived shall conform to the provisions of this chapter as of October 10, 2006, or shall conform to the provisions of section 41-206 of the city's 1982 Code of Ordinances, as was in effect prior to the effective date of the ordinance from which this chapter is derived. As of January 1, 2007, all new submittals must comply with the provisions of this chapter. Any substantial change or addition to the existing lighting system shall, as determined by the chief building official, however, comply with the provisions of this chapter.
- (c) Nonresidential site lighting and glare standards.
 - (1) Any use shall be operated so as not to produce obnoxious and intense glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line of a residential use in a residential district shall be 0.25 footcandles. Light poles shall be placed on the site a setback equal to its height from all adjacent residential property.
 - (2) All off-street parking areas for nonresidential uses in nonresidential districts which are used after dark shall be illuminated beginning one-half hour after sunset and continuing throughout the hours of business operation. If only a portion of a parking area is offered for use after dark, only that part is required to be illuminated in accordance with these standards. However, the portion offered for use shall be clearly designated. Lighting within the parking areas shall meet the following minimum requirements:
 - (A) Intensity.
 - (i) Minimum at any point on the parking area surface to be at least 0.6 footcandles initial, and at least 0.3 footcandles maintained or one-third of the average, whichever is greater.
(2004 Code, sec. 160.100(I))
 - (ii) Illumination shall not exceed an average of one footcandle at ground level and shall distribute not more than 0.25 footcandles of light across any property line. (Ordinance 2014-18 adopted 5/13/14)
 - (B) Height.

- (i) The maximum height of light poles shall conform to the maximum height allowed for the main building in each zoning district.
 - (ii) Special lighting or lighting higher than the height allowed in the applicable zoning district may be approved by city council as specifically noted on the site plan.
- (3) Strings of LED, neon or similar high intensity lighting illuminating window and/or borders or architectural features, whether mounted inside or outside the building, shall be prohibited in the Historic Downtown District.
- (4) Strings of LED, neon or similar high intensity lighting illuminating doors and/or windows shall also be prohibited outside the Historic Downtown District. However, low intensity neon accent strips are allowed outside the Historic Downtown District to highlight architectural features, such as roofs.
- (5) Low intensity decorative illumination, such as typical holiday lights, may be displayed within the time frame of a federally recognized holiday, such as Christmas; in which case such lights may be in place for forty-five (45) days before the holiday and shall be removed within fourteen (14) days following the holiday.
- (6) In all cases, non-residential decorative lighting shall not strobe, flash or blink.
- (7) Lighting fixtures hung inside or outside a window, advertising a product or service, shall be limited to a maximum of ten percent (10%) of any window surface.
- (8) Business signs that include neon or other high intensity lighting are prohibited. Business signs may be back-lit or illuminated with downward-cast lights of low intensity.
- (9) Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a very narrow cone of light for the purpose of confining the light to the object of interest and minimize spill-light and glare. Compliance with this provision shall be subject to approval by the chief building official.
- (10) Searchlights are prohibited except as permitted in [section 134-5](#);
- (d) Residential lighting and glare standards. Residential lighting for security and night recreation use is permitted in all residential districts provided the following requirements are met:
 - (1) Direct lighting over ten feet in height is shielded from adjacent property;
 - (2) No light source shall exceed 20 feet in height. Streetlights and other traffic safety lighting are exempt from this standard;
 - (3) Lighting shall not directly shine on adjacent dwellings.
- (d) Luminaires. Light sources shall be of a down-light type, indirect, diffused, or shielded type luminaires installed and maintained so as to reduce glare effect (i.e., minimum 70 degrees cut-off when measured from horizontal) and consequent interference with use of adjacent properties and boundary streets. Bare bulbs above 75 watts and strings of lamps are prohibited.”

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on 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 5 **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 parking 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 6 **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 7 **PENALTY**

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 (\$2000) for each offense.

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 **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 Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9 **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 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of December, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance - Lighting (1372 : Zoning Ordinance Amendment - Lighting)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: December 7, 2015

Re: Conduct a public hearing to consider testimony and take action on a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located on the east side of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96)

Action Requested:

Conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina for a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located on the east side of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)

Action Requested:

Conduct a public hearing to consider testimony and take action on a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located east of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96)

Background Information:

The applicant is proposing an amendment to the current Planned Development that was approved in 2010 to address the division in ownership into three tracts. The amendment is addressing various desired changes by the city such as lot width, height limitations, densities, open space and detention amenities, screening requirements, and any future amendments. The original Planned Development also contained a sunset clause which stated that the property will revert back to the base zoning district if the property was not developed in seven years.

The PD proposes a mixture of land use types spread out over three tracts that include MU-2, Mixed Use Regional and several residential types including townhomes, duplexes and multi-family. The PD prohibits residential uses within 200 feet of Preston Road and will comply with the PRO Preston Road Overlay regulations.

The MU-2 Mixed Use Regional standards are contained within “Tract 1” adjacent to Preston Road, and “Tract 2”.

The MU-2 standards contain a maximum height provision of 100 feet with a maximum footprint size of 200,000 square feet.

The MU-2 areas within Tracts 1 & 2 must provide setbacks equal to the height of the building but not less than 45 feet from adjacent single family residential structures. Additionally, a six foot solid masonry screening wall will be constructed for screening when adjacent to any single family district.

Residential Type “B” (RTB) units are attached residential duplexes, and are limited to 75 units each in Tracts 2 & 3. Each duplex shall be at least 1,300 square feet in size and have a lot area of 3,750 square feet. Each building must have a front and rear set back of 20 feet and buildings must have a side setback of seven and a half feet. Side yards adjacent to a public street must have a 15 foot setback.

All front entry garages for Residential Type B units shall be set back thirty feet from the street, rear entry garages must be set back twenty five feet from the property line / Right of Way ROW.

Residential Type “C” (RTC) units are multi-family units. The RTC units are limited to tracts 2 & 3 and may developed to twenty four (24) units per acre and have a maximum limit of 20 acres throughout the entire PD. Developments that provide 50% or 100% enclosed spaces may qualify for density bonuses up to twenty nine (29) units per acre. RTC units are limited to 4 stories not to exceed sixty (60) feet in height.

Residential Type “D” (RTD) units are attached residential townhome units. RTD units are limited to Tracts 2 and 3 with each tract allowed 112 units each. RTD units shall be a minimum of 1,200 square feet and each lot shall be a minimum of 3,000 square feet. RTD units shall have a maximum of three stories and be limited to 45 feet in height. Front entry garages must be set back 30 feet from the ROW and rear entry garages must be set back 25 feet from the property line/ROW. Additionally, the RTD units may not repeat the same front façade elevation on the same building more frequently than every fourth unit.

A minimum of 15% of each tract area shall be devoted to open space for non-residential development and a minimum of 1 acre per 75 dwelling units shall be devoted to open space for single, duplex, and multi-family development. Detention/retention areas counted toward open space shall be amenitized on three sides with improvements such as sidewalks, benches, pavilions, etc.

Staff has had the opportunity to coordinate the amendments with the applicant and the item before you represents a compromise that benefits both the land owners and the city.

Public Notice:

The public hearing notice was published in the Celina Record on Friday, October 2, 2015. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved city tax roll, who are located within 200 feet of any property affected. As of October 15, 2015 staff has received no letters either in support or in opposition to the proposal.

Supporting Documents:

- Proposed Zoning Ordinance

- Proposed Planned Development Zoning Exhibit
- Proposed Planned Development Concept Plan

Legal Review:

N/A

Board/Committee Recommendation:

At its regularly scheduled meeting on October 20, 2015 the Planning and Zoning Commission voted unanimously to recommend approval of the proposed zoning amendment.

Staff Recommendation:

Staff recommends that the item be tabled until the City Council meeting on January 12, 2015

CITY OF CELINA, TEXAS

ORDINANCE 2015-____
WESTGATE 96 PD#45 AMENDMENT

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 96.678 ACRE TRACT OF LAND LOCATED IN THE L M BOYD SURVEY, ABSTRACT NUMBER 48, TRACT 1, COLLIN COUNTY, TEXAS; AND THE W H RATTON SURVEY, TRACT 9, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #45; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; 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, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" 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

Attachment: Westgate PD ordinance (1320 : Westgate 96 PD Amendment)

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 2030 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 the zoning classification is hereby established as “PD” Planned Development District, #45 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #45.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

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 depicted on Exhibit “A” 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 regulations 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, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 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 exact Caption and Effective Date clause 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 ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit "A"

DRAFT

Attachment: Westgate PD ordinance (1320 : Westgate 96 PD Amendment)

Overall Description - 96.678 Acres

DRAFT

Attachment: Westgate PD ordinance (1320 : Westgate 96 PD Amendment)

Tract One:

BEING a tract of land situated in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being part of a called 640 acre tract of land described in a Deed to Moses Hubbard et ux, of record in Volume 29, Page 487, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Westgate Celina Investors, L.P., by deeds recorded in Volume 5857, Page 335 and Instrument Number 2006497280, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) for corner in the East Right-of-Way line of State Highway 289 (variable R.O.W.) and near the centerline of County Road 100, said point also being the northwest corner of a tract of land conveyed to Preston Acreage, L.P., by deed recorded in Volume 5239, Page 1060, Deed Records, Collin County, Texas, from which a 60 "D" nail found for reference bears North 85° 13' 01" East, a distance of 0.86 feet;

THENCE in a Northerly direction along the East Right-of-Way line of said State Highway 289, the following courses and distances:

- 1) North 06° 09' 00" East, a distance of 18.98 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof;
- 2) North 42° 26' 00" West, a distance of 39.69 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof;
- 3) North 06° 09' 00" East, a distance of 707.91 feet to a 1/2" iron rod with cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 10° 57' 01" West, a distance of 1.27 feet;
- 4) North 11° 52' 00" East, a distance of 100.50 feet to a 1/2" iron rod with cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 28° 39' 50" West, a distance of 1.27 feet;
- 5) North 06° 09' 00" East, a distance of 300.00 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 02° 02' 06" East, a distance of 1.73 feet;
- 6) North 00° 26' 00" East, a distance of 100.50 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 21° 57' 39" East, a distance of 1.80 feet;
- 7) North 06° 09' 00" East, a distance of 1297.10 feet to a 1/2 inch iron rod set for the most westerly Northwest corner of the herein described tract, same being the South end of a corner clip in the Southeast intersection of said State Highway 289 and County Road 134

THENCE North 50° 25' 23" East, along said corner clip, a distance of 56.73 feet to a 1/2 inch iron rod set for the North end of said corner clip;

THENCE North 01° 00' 04" West, along the East right-of-way line of said State Highway 289, a distance of 31.39 feet to a mag nail set for the most northerly Northwest corner of the herein described tract, said corner being near the centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Celina Independent School District, by deed recorded under Instrument Number 20070404000455450, Official Public Records, Collin County, Texas;

THENCE in an Easterly direction along the approximate centerline of County Road 134, the following courses and distances;

- 1) North 88° 21' 11" East, a distance of 270.14 feet to a 1/2" iron rod with "RPLS 3963" cap found for angle point;
- 2) North 88° 17' 46" East, a distance of 1146.25 feet to a mag nail set for the Northeast corner of the herein described tract, same being ;

THENCE South 01° 17' 40" East, with the West line of aforesaid Westgate tract, and with the West line of an 0.55 acre tract of land conveyed to Gunter Water Supply Corporation by deed recorded in Volume 796, Page 810, Deed Records, Collin County, Texas, at a distance of 160.0 feet passing the Southwest corner of said 0.55 acre tract, the Northwest corner of a 46.885 acre tract of land conveyed to Philip N. Littell, recorded in Volume 2869, Page 535, Deed Records, Collin County Texas, the Northwest corner of an 0.5032 acre tract of land conveyed to Gunter Water Supply Corporation, recorded in Volume 2936, Page 496, Deed Records, Collin County, Texas, and continuing with the West line of said 0.5032 acre tract, passing its Southwest corner, and continuing, passing the Southwest corner of said 46.885 acre tract and continuing with the West line of said Westgate tract, at a distance of 2583.63 feet passing a cross tie corner post on the North side of a gravel public road known as County Road No. 100, and continuing for a total distance of 2601.13 feet to a found 3/8 inch rebar in said County Road No. 100, and on the South line of said Boyd Survey, the North line of the George Joy Survey, Abstract No. 488, the North line of that certain tract of land conveyed to Central Frisco, LTD. by deed recorded under Instrument Number 20080306000268700, Official Public Records, Collin County, Texas, said rebar maintaining the Southwest corner of said Westgate tract;

THENCE South 88° 19' 51" West, with the South line of said Boyd Survey, the North line of both said Joy Survey and Westgate tract, at a distance of 1066.99 feet passing the Northeast corner of a 50.487 acre tract of land conveyed to Preston Acreage, L.P. by deed recorded in Volume 5239, Page 1060 (Clerk's No. 2002-0120427), Deed Records, Collin County, Texas, the Northeast corner of the John M. Herron Survey Abstract No. 377, in said County Road No. 100 and continuing with the North line of both said Herron Survey, and 50.487 acre tract for a total distance of 1143.91 feet to a found spike nail in said County Road No. 100 maintaining the Southwest corner of said Boyd Survey, the most Southerly Southeast corner of the above mentioned W. H. Ratton Survey;

THENCE South 88° 40' 12" West with the South line of said Westgate tract, the approximate centerline of said County Road 100, the North line of said Preston tract, a distance of 618.08 feet to the PLACE OF BEGINNING, and containing 96.678 acres of computed land, more or less.

Tract 1 – 30 Acres

BEING a tract of land situated in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being part of a called 640 acre tract of land described in a Deed to Moses Hubbard et ux, of record in Volume 29, Page 487, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Westgate Celina Investors, L.P., by deeds recorded in Volume 5857, Page 335 and Instrument Number 2006497280, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) from which a 60D nail found bears North 85 deg. 10 min. 01 sec. East, 0.86 feet for corner in the East Right-of-Way line of State Highway 289 (variable R.O.W.) and near the centerline of County Road 100, said point also being the northwest corner of a tract of land conveyed to Preston Acreage, L.P., by deed recorded in Volume 5239, Page 1060, Deed Records, Collin County, Texas, from which a 60 "D" nail found for reference bears North 85° 13' 01" East, a distance of 0.86 feet;

THENCE in a Northerly direction along the East Right-of-Way line of said State Highway 289, the following courses and distances:

- 1) North 06° 09' 00" East, a distance of 18.98 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof;
- 2) North 42° 26' 00" West, a distance of 39.69 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof;
- 3) North 06° 09' 00" East, a distance of 707.91 feet to a 1/2" iron rod with cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 10° 57' 01" West, a distance of 1.52 feet;
- 4) North 11° 52' 00" East, a distance of 100.50 feet to a 1/2" iron rod with cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 28° 39' 50", West, a distance of 1.27 feet;
- 5) North 06° 09' 00" East, a distance of 300.00 feet a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 02° 02' 06" East, a distance of 1.73 feet;
- 6) North 00° 26' 00" East, a distance of 100.50 feet to a 1/2" iron rod with "RPLS 3963" cap found for corner at an angle point thereof, from which a Wood R.O.W. Marker found for reference bears North 21° 57' 39" East, a distance of 1.80 feet;
- 7) North 06° 09' 00" East, a distance of 1297.10 feet to a 1/2 inch iron rod set for the most westerly Northwest corner of the herein described tract, same being the South end of a corner clip in the Southeast intersection of said State Highway 289 and County Road 134

THENCE North 50° 25' 23" East, along said corner clip, a distance of 56.73 feet to a 1/2 inch iron rod set for the North end of said corner clip;

THENCE North 01° 00' 04" West, along the East right-of-way line of said State Highway 289, a distance of 31.39 feet to a mag nail set for the most northerly Northwest corner of the herein described tract, said corner being near the centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Celina Independent School District, by deed recorded under Instrument Number 20070404000455450, Official Public Records, Collin County, Texas;

THENCE in an Easterly direction along the approximate centerline of County Road 134, the following courses and distances;

- 1) North 88° 21' 11" East, a distance of 270.14 feet to a 1/2" iron rod with "RPLS 3963" cap found for angle point;
- 2) North 88° 17' 46" East, a distance of 199.47 feet to a point for the Northeast corner of the herein described tract;

THENCE South 06° 09' 00" West, through the interior of aforesaid Westgate tract, a distance of 2624.05 feet to a point for the Southeast corner of the herein described tract, same being in the South line of said Westgate tract, same being in the approximate centerline of aforesaid County Road 100, same being in the North line of aforesaid Preston Acreage tract;

THENCE South 88° 40' 12" West with the South line of said Westgate tract, the approximate centerline of said County Road 100, the North line of said Preston tract, a distance of 475.22 feet to the PLACE OF BEGINNING, and containing 30.000 acres of computed land, more or less.

Tract 2 – 33.356 Acres (southern)

BEING a tract of land situated in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being part of a called 640 acre tract of land described in a Deed to Moses Hubbard et ux, of record in Volume 29, Page 487, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Westgate Celina Investors, L.P., by deeds recorded in Volume 5857, Page 335 and Instrument Number 2006497280, Official Public Records, Collin County, Texas, and being more particularly described as follows;

COMMENCING at a 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) from which a 60D nail found bears North 85 deg. 10 min. 01 sec. East, 0.86 feet for corner in the East Right-of-Way line of State Highway 289 (variable R.O.W.) and near the centerline of County Road 100, said point also being the northwest corner of a tract of land conveyed to Preston Acreage, L.P., by deed recorded in Volume 5239, Page 1060, Deed Records, Collin County, Texas, from which a 60 "D" nail found for reference bears North 85° 13' 01" East, a distance of 0.86 feet;

THENCE North 88° 40' 12" East, with the South line of said Westgate tract, the approximate centerline of said County Road 100, the North line of said Preston tract, a distance of 475.22 feet to a point for the Southwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE through the interior of said Westgate tract as follows:

North 06° 09' 00" East, a distance of 1213.41 feet to a point for the Northwest corner of the herein described tract;

North 88 deg. 21 min. 58 sec. East, a distance of 1129.55 feet to a point for the Northeast corner of the herein described tract, same being in the West line of a 46.885 acre tract of land conveyed to Philip N. Littell, recorded in Volume 2869, Page 535, Deed Records, Collin County Texas;

THENCE South 01° 17' 40" East, with the East line of said Westgate tract, and with the West line of said 46.885 acre tract a distance of 1202.30 feet to a found 3/8 inch rebar in aforesaid County Road No. 100, and on the South line of said Boyd Survey, the North line of the George Joy Survey, Abstract No. 488, the North line of that certain tract of land conveyed to Central Frisco, LTD. by deed recorded under Instrument Number 20080306000268700, Official Public Records, Collin County, Texas, said rebar maintaining the Southeast corner of said Westgate tract;

THENCE South 88° 19' 51" West, with the South line of said Boyd Survey, the North line of both said Joy Survey and said Central Frisco tract, at a distance of 1066.99 feet passing the Northeast corner of a 50.487 acre tract of land conveyed to Preston Acreage, L.P. by deed recorded in Volume 5239, Page 1060 (Clerk's No. 2002-0120427), Deed Records, Collin County, Texas, the Northeast corner of the John M. Herron Survey Abstract No. 377, in said County Road No. 100 and continuing with the North line of both said Herron Survey, and 50.487 acre tract for a total distance of 1143.91 feet to a found spike nail in said County Road No. 100 maintaining the Southwest corner of said Boyd Survey, the most Southerly Southeast corner of the above mentioned W. H. Ratton Survey;

THENCE South 88° 40' 12" West with the South line of said Westgate tract, the approximate centerline of said County Road 100, the North line of said Preston tract, a distance of 142.85 feet to the PLACE OF BEGINNING, and containing 33.356 acres of computed land, more or less.

Tract 3 – 33.356 Acres (northern)

BEING a tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being part of a called 640 acre tract of land described in a Deed to Moses Hubbard et ux, of record in Volume 29, Page 487, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Westgate Celina Investors, L.P., by deed recorded under Instrument Number 2006497280, Official Public Records, Collin County, Texas, and being more particularly described as follows;

COMMENCING at a nail spike found from which a 60D nail found bears North 85 deg. 10 min. 01 sec. East, 0.86 feet for corner in the East Right-of-Way line of State Highway 289 (variable R.O.W.) and near the centerline of County Road 100, said point also being the northwest corner of a tract of land conveyed to Preston Acreage, L.P., by deed recorded in Volume 5239, Page 1060, Deed Records, Collin County, Texas, from which a 60 "D" nail found for reference bears North 85° 13' 01" East, a distance of 0.86 feet;

THENCE North 88° 40' 12" East, with the South line of said Westgate tract, the approximate centerline of said County Road 100, the North line of said Preston tract, a distance of 475.22 feet to a point;

THENCE through the interior of said Westgate tract as follows:

North 06° 09' 00" East, a distance of 1213.41 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) for the Southwest corner of the herein described tract, same being the POINT OF BEGINNING;

North 06 deg. 09 min. 00 sec. East, a distance of 1410.65 feet to a mag nail set for the Northwest corner of the herein described tract, same being in the North line of said Westgate tract, same being in the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Celina Independent School District, by deed recorded under Instrument Number 20070404000455450, Official Public Records, Collin County, Texas;

THENCE North 88° 17' 46" East, along the approximate centerline of County Road 134, a distance of 946.78 feet to a mag nail set for the Northeast corner of the herein described tract;

THENCE South 01° 17' 40" East, with the East line of aforesaid Westgate tract, and with the West line of an 0.55 acre tract of land conveyed to Gunter Water Supply Corporation by deed recorded in Volume 796, Page 810, Deed Records, Collin County, Texas, at a distance of 160.0 feet passing the Southwest corner of said 0.55 acre tract, the Northwest corner of a 46.885 acre tract of land conveyed to Philip N. Littell, recorded in Volume 2869, Page 535, Deed Records, Collin County Texas, the Northwest corner of an 0.5032 acre tract of land conveyed to Gunter Water Supply Corporation, recorded in Volume 2936, Page 496, Deed Records, Collin County, Texas, and continuing with the West line of said 0.5032 acre tract, passing its Southwest corner, and continuing, passing the Southwest corner of said 46.885 acre tract and continuing with the East line of said Westgate tract for a total distance of 1398.83 feet to a 1/2 inch iron rod set for the Southeast corner of the herein described tract;

THENCE South 88° 21' 58" West, through the interior of said Westgate tract, a distance of 1129.55 feet to the PLACE OF BEGINNING, and containing 33.356 acres of computed land, more or less.

Exhibit "B"

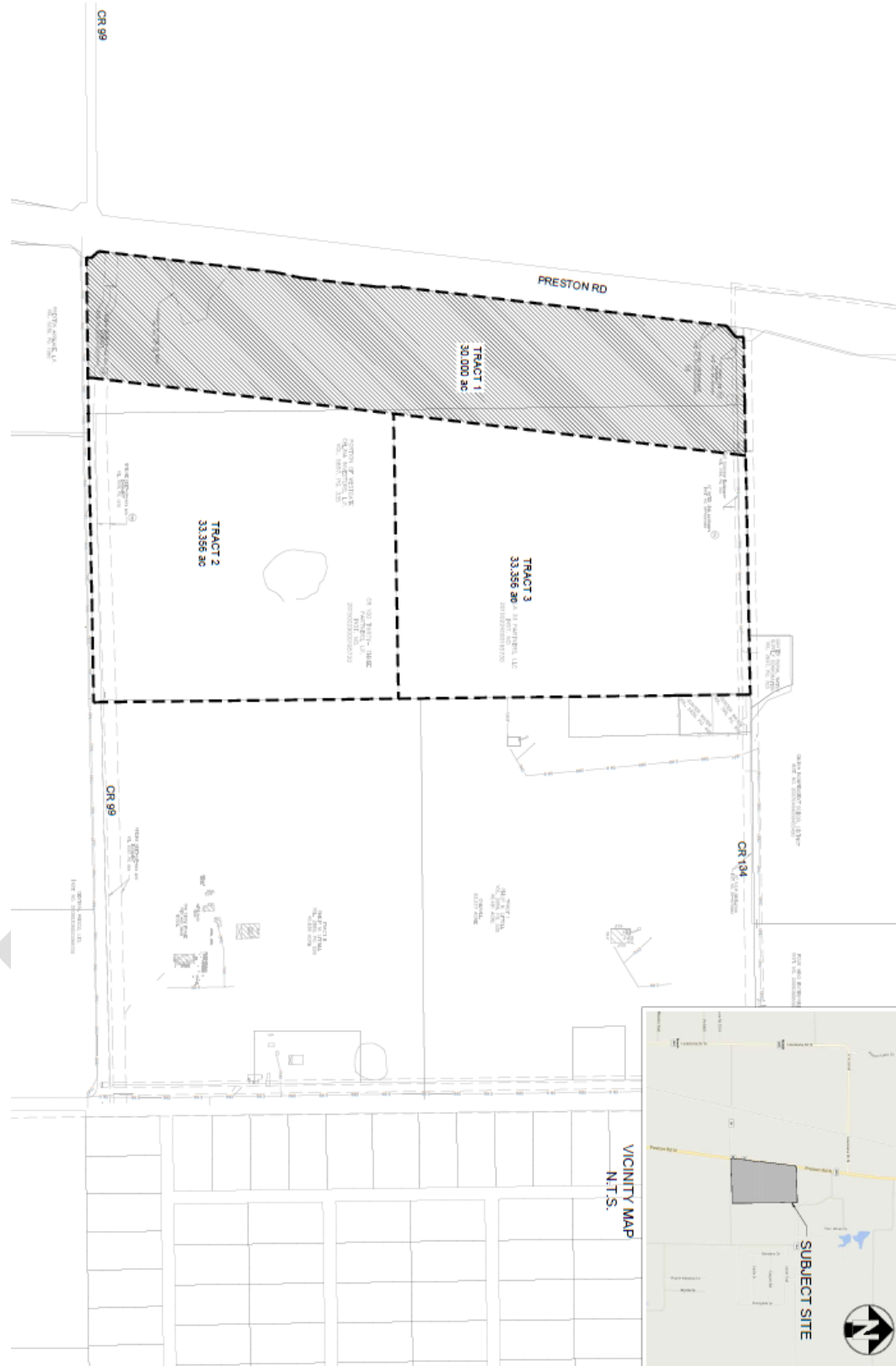


Exhibit “C”



Attachment: Westgate PD ordinance (1320 : Westgate 96 PD Amendment)

**Exhibit “D”
Development Standards**

DRAFT

Attachment: Westgate PD ordinance (1320 : Westgate 96 PD Amendment)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: December 7, 2015
Re: Proposed Home Rule Charter changes

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, affirming changes proposed by the Home Rule Charter Committee. Vanzant

Background Information:

The Celina Home Rule Charter was adopted in May, 2007. No updates or changes have been made to the original document. The Finance and Government Committee appointed by the City Council to serve as the Home Rule Charter Review Commission at the August 11, 2015 regular city council meeting, met in August and September to discuss proposed amendments with the City Attorney in attendance. The proposed amendments were forwarded to the City Council for their individual review on November 16th.

Board Review/Citizen Input:

Home Rule Charter Review Commission

Alternatives:

Make no changes

Financial Considerations:

An election will be held in May, 2016 and newspaper publication of the proposed amendments will be required.

Legal Review:

The City Attorney has reviewed the proposed amendments.

Supporting Documents:

Resolution. The full red-lined and proposed document has been provided to the city council and staff. Additional copies are available upon request.

Staff Recommendation:

council consideration

CITY OF CELINA

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
AFFIRMING THE RECOMMENDATION OF THE HOME RULE CHARTER
ADVISORY COMMISSION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, on its own motion the City Council of the City of Celina, Texas directed certain of its members and city staff to forward recommendations for amendments to the Celina City Charter; and

WHEREAS, the Commission has forwarded such recommendations to the City Council; and

WHEREAS, the City Council desires to affirm these recommendations and direct city staff to take all necessary actions to ensure the placement of the proposed amendments on the ballot at a uniform election date.

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

1. That the City Council affirms the proposed amendments to the Celina City Charter which are attached hereto as **Exhibit "A"** and hereby directs city staff to take all necessary action to include the proposed amendments on the ballot at the next uniform election date.
2. This Resolution shall be in full force and shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the ____ day of December, 2015.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kyle Mills, Deputy Fire Chief
 Date: December 7, 2015
 Re: Fire Department Equipment Purchase

Action Requested:

Consider and act to authorize the City Manager to purchase Fire Equipment not to exceed 1.1 million dollars. (Metdker)

Background Information:

Celina Medic 1 (2008 Model) and Celina Engine 2 (1989 Model) are past due for replacement. Repair costs have seen a significant increase over the last few years. We just got Medic 1 back from the shop and repair costs were just over \$4,000. Engine 2 is currently out of service at the shop with repair costs estimates starting at \$33,000. These units are becoming increasingly unreliable and leave the city without reserve apparatus. After discussion with finance and Mr. Foreman, FD admin staff recommends purchasing the following:

2016 Ambulance with new equipment-\$360,000-Delivery August 2016

2015 Stock Engine with new equipment-\$740,000-Delivery late December 2015 or early January

Total: 1.1 million

Alternatives:

Fix Engine 2 and order a new Engine with equipment (\$825,000 with a twelve month lead time)

Financial Considerations:

Ambulance: \$360,000

Engine: \$740,000

Total: 1.1million

Staff Recommendation:

Staff Recommends Approval



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Public Works
 Date: December 7, 2015
 Re:

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting the construction of an overpass on Frontier Parkway (County Road 5) over the Burlington Northern/Santa Fe Railway Line, the reconstruction of FM 1461 from Preston Road to Custer Road, and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway Overpass at US Highway 380, in cooperation with the Town of Prosper, Collin County and the Regional Transportation Council. (Johnson)

Background Information:

Consider and act upon a resolution supporting the construction of a bridge on Frontier Parkway over the BNSF Railroad between Preston Road and Dallas North Tollway. Below are a few bullet points of the resolution:

- There is a need to construct an urban thoroughfare on County Road 5 (Frontier Parkway) from the Dallas North Tollway service road to Preston Road/SH 289 to provide for mobility for the anticipated increase in travel demand in the area as well as improved access to adjoining land;
- It is vital to the safety and traffic flow of this thoroughfare that this thoroughfare be separated from the Burlington Northern/Santa Fe Railroad (BNSF) railway crossing by passing the thoroughfare over the railroad via a bridge;
- It is critical to the access to the adjoining land on the north side of the thoroughfare that a service road be provided at ground level;
- Due to the desire that trains not have to sound their horns when approaching the crossing, the features of a street/railroad crossing known as a “quiet crossing” should be included as part of the improvements;
- It is understood that the project cost, including right-of-way, engineering design and construction, is estimated to be in the range of \$16 - \$21 million;
- The Town of Prosper has expressed its willingness to contribute Town funds to this project;

- The City of Celina has expressed its willingness for Collin County bond funds that have been allocated to Celina to be contributed to this project;
- Regional Toll Revenue (RTR) funds have been allocated by the Regional Transportation Council to this project;
- The Town of Prosper and the City of Celina jointly desire that Collin County manage the design and construction of this project;
- The Town of Prosper and the City of Celina also support the reconstruction of FM 1461 from Preston Road to Custer Road and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway overpass at US Highway 380, as part of a regional cooperative effort involving the City, the Town, the North Central Texas Council of Governments, the North Texas Tollway Authority and Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

As per the resolution The City of Celina agrees that \$3,970,000 in Collin County bond funds allocated to Celina shall be dedicated to this project with the understanding that the Town of Prosper agrees to contribute \$3,650,000 toward the total cost of the project.

Legal Review:

City attorney has reviewed the resolution for content and form.

Supporting Documents:

Resolution

Staff Recommendation:

Approve

CITY OF CELINA, TEXAS

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SUPPORTING THE CONSTRUCTION OF AN OVERPASS ON FRONTIER PARKWAY (COUNTY ROAD 5) OVER THE BURLINGTON NORTHERN/SANTA FE RAILWAY LINE, THE RECONSTRUCTION OF FM 1461 FROM PRESTON ROAD TO CUSTER ROAD, AND THE TWO SOUTHBOUND DALLAS NORTH TOLLWAY SERVICE LANES ALONG WITH THE DALLAS NORTH TOLLWAY OVERPASS AT US HIGHWAY 380, IN COOPERATION WITH THE TOWN OF PROSPER, COLLIN COUNTY AND THE REGIONAL TRANSPORTATION COUNCIL; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a need to construct an urban thoroughfare on County Road 5 (Frontier Parkway) from the Dallas North Tollway service road to Preston Road/SH 289 to provide for mobility for the anticipated increase in travel demand in the area as well as improved access to adjoining land; and

WHEREAS, it is vital to the safety and traffic flow of this thoroughfare that this thoroughfare be separated from the Burlington Northern/Santa Fe Railroad (BNSF) railway crossing by passing the thoroughfare over the railroad via a bridge; and

WHEREAS, it is critical to the access to the adjoining land on the north side of the thoroughfare that a service road be provided at ground level; and

WHEREAS, due to the desire that trains not have to sound their horns when approaching the crossing, the features of a street/railroad crossing known as a “quiet crossing” should be included as part of the improvements; and

WHEREAS, it is understood that the project cost, including right-of-way, engineering design and construction, is estimated to be in the range of \$16 - \$21 million; and

WHEREAS, the Town of Prosper has expressed its willingness to contribute Town funds to this project; and

WHEREAS, the City of Celina has expressed its willingness for Collin County bond funds that have been allocated to Celina to be contributed to this project; and

WHEREAS, Regional Toll Revenue (RTR) funds have been allocated by the Regional Transportation Council to this project; and

WHEREAS, the Town of Prosper and the City of Celina jointly desire that Collin County manage the design and construction of this project; and

WHEREAS, the Town of Prosper and the City of Celina also support the reconstruction of FM 1461 from Preston Road to Custer Road and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway overpass at US Highway 380, as part of a regional cooperative effort involving the City, the Town, the North Central Texas Council of Governments, the North Texas Tollway Authority and Collin County.

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

SECTION 1

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2

The City Council of the City of Celina hereby agrees and finds as follows:

1. The first stage of a six-lane urban thoroughfare should be planned, designed and constructed along CR 5 (Frontier Parkway) from the Dallas North Tollway service road to Preston Road/SH 289 with a grade separation at the BNSF railroad, with the first phase of said project consisting of minimum of (a) a four-lane divided concrete roadway with curbs and storm sewer; (b) one-half of the grade separation necessary for the full six lanes; and (c) a two-lane concrete service road with curbs on the north side of the grade separation.
2. The City of Celina agrees that \$3,970,000 in Collin County bond funds allocated to Celina shall be dedicated to this project with the understanding that the Town of Prosper agrees to contribute \$3,650,000 toward the total cost of the project.
3. The Town of Prosper and the City of Celina agree that \$4,350,000 in RTR funds shall be used for this project.
4. The Town of Prosper and the City of Celina acknowledge and understand that the remainder of the funds necessary for this first stage of the project will be provided by the Regional Transportation Council and Collin County.
5. The Town of Prosper and the City of Celina acknowledge and agree that Collin County will manage the design, right-of-way acquisition and construction of this thoroughfare; however, the City of Celina will do everything within its power to encourage adjacent land owners to provide the right-of-way to the County at no cost, or at the lowest cost possible.
6. The Town of Prosper and the City of Celina acknowledge and agree that the maintenance of the facilities built with regard to this project in Town/City limits will be the responsibility of the Town/City, except that Collin County will accept maintenance of the grade separation for the first five years, after which the Town of Prosper will accept maintenance responsibilities.
7. The Town of Prosper and the City of Celina also support the reconstruction of FM 1461 from Preston Road to Custer Road and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway overpass at US Highway 380, as part of a regional cooperative effort involving the City, the Town, the North Central Texas Council of Governments, the North Texas Tollway Authority and Collin County.

SECTION 3

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 4

This Resolution shall be effective from and after its passage by the City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THIS 7TH DAY OF DECEMBER, 2015.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Lance Vanzant, City Attorney

Attachment: 2015-12-07 Celina Frontier Bridge Resolution (1362 : Frontier Bridge Resolution)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Admin Manager,
Date: December 7, 2015
Re: Approve

Action Requested:

Consider and act upon an ordinance Of The City Council Of The City Of Celina, Texas, Amending The City's Code Of Ordinances, Appendix A: Fee Schedule, various utility fees. (Fourmentin/Montgomery)

Background Information:

Public Works and Utility Billing have worked together to update Section 5 of the Fee Schedule. These changes better reflect the actual costs incurred by the City and the increase of the price of the new meters. A study was done of surrounding cities to ensure the new disconnect/reconnect fee was fair and equitable.

Financial Considerations:

See Attachment

Legal Review:

Reviewed and Approved by City Attorney

Supporting Documents:

Fee Schedule Update Ordinance

Staff Recommendation:

Approve

CITY OF CELINA, TEXAS

ORDINANCE 2015-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, 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 County 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, the City has enacted a schedule of fees in order to recover costs attributable to inspection, review, other services provided by the City; and

WHEREAS, the City has determined it is in the public interest to raise its fee schedule to make said fees consistent with the cities actual costs.

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

Attachment: Fee Schedule Amendment 12.7.15 (1385 : Fee Schedule)

SECTION 3 **AMENDMENTS**

- 3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A5.000: Utility Rates and Charges; Section A5.005: Water and Sewer Service Charges; Subsection (a-m), shall be amended to read as follows:

Sec. A5.005 Water and sewer service charges

- (a) Disconnect/reconnect fee: \$50.00. The fee shall be \$75.00 if incurred outside of the city's normal business hours.
- (b) Transfer fee: \$25.00.
- (c) Trip fee: \$15.00. The fee shall be \$30.00 if incurred outside of the city's normal business hours.
- (d) Reread: \$20.00.
- (e) Profile history: \$25.00 + \$0.10 per page.
- (f) Temporary disconnect/reconnect: \$25.00.
- (g) Meter test: \$40.00.
- (h) Tamper fee: \$50.00.
- (i) Returned check fee: \$25.00.
- (j) Meter fee:
 - $\frac{3}{4}$ " - \$320
 - 1" - \$380
 - 1 $\frac{1}{2}$ " - \$770
 - 2" - \$1,080
- (k) Fire Hydrant Meter deposit - \$2,050
- (l) Backflow device testing form: \$25.00.
- (m) Meter change-out (customer request). A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that the existing meter has been installed.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on 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 5 **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 fees 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 6 **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 7 **PENALTY**

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) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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 **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 Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9 **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 10 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of April, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Fee Schedule Amendment 12.7.15 (1385 : Fee Schedule)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: December 7, 2015
Re: Approve

Action Requested:

Consider and act upon an Agreement by and between The City of Celina, Texas and Greater Celina Chamber for Commerce for Economic Development Services. (Foreman)

Background Information:

After a two year successful partnership with the Greater Celina Chamber of Commerce on the Celina Balloon Festival, the City and Chamber have agreed to let City run next year's festival. The Chamber will still be involved in the festival. The Chamber will still maintain the rights to the festival. In exchange, the City will contract with the Chamber for economic development services to help promote and grow Celina.

Financial Considerations:

\$20,000 for economic development services

Legal Review:

The agreement was reviewed and approved by the City Attorney

Supporting Documents:

2016 Contract with Greater Celina Chamber

Staff Recommendation:

Approve

STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN THE GREATER CELINA CHAMBER OF
COMMERCE AND CITY OF CELINA, TEXAS**

This agreement (hereinafter “Agreement”) is made and entered into on this the 7th day of December, 2015, by and between the Greater Celina Chamber of Commerce (hereinafter the “Chamber”) and the City of Celina, Texas, a municipal corporation acting herein by and through its City Manager or his designee (hereinafter referred to as the “City”).

WHEREAS, the Chamber has promoted and organized an annual event in Celina, Texas commonly known as the Celina Balloon Festival; and

WHEREAS, the City Manager and the Board of the Chamber shall oversee the facilitation of this Agreement; and

WHEREAS, the City has determined that the Greater Celina Chamber of Commerce promotes economic and community development; and

WHEREAS, the City and the Chamber agree that the Celina Balloon Festival will be a benefit to the residents of the City and for the common interest of both Parties hereto;

NOW THEREFORE, for and in consideration of the material undertaking hereinafter set forth and for the adequate consideration given, the Parties agree as follows:

1. The Celina Balloon Festival will be exclusively planned and managed by the City.
2. The title “Celina Balloon Festival” and the event commonly known by the same title remains the property of the Chamber. In the event the City should decide not to continue funding the Chamber, all rights to the Festival, also known as the Balloon Festival, shall revert back to the Chamber.
3. After all expenses are paid, \$20,000.00 or 20% of the profits (whichever is greater) shall go to fund the Chamber after the festival is over.
4. The Chamber will perform the following economic development activities for the City:
 - a. The Chamber President will serve on the Marketing and Branding Committee
 - b. The Chamber President will attend the annual ICSC Conference to promote new business growth
 - c. The Chamber will provide relocation packets to new residents and new businesses.
 - d. Aide in the communication and recruitment of prospective residents and businesses
 - e. The Chamber will promote the City on their website and all marketing materials.
5. This is a cooperative agreement between the Parties and nothing contained in this agreement is intended by the Parties to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this agreement does

- not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
6. It is expressly understood and agreed that, in the execution of this agreement no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
 7. This agreement shall become effective on the date it is signed by both parties. This agreement shall be for a period of 1 year with an option to renew for an additional year upon mutual written agreement of the Parties.
 8. This agreement may be terminated with or without cause by either party with 90 days written notice.

IN WITNESS WHEREOF, the Parties have executed two copies of this agreement in Collin County, Texas.

Sean Terry, Mayor

Karla Scheve, Chamber President

City Secretary

Attest

City Attorney
Approved at to Form

Date

Date

Attachment: Chamber Agreement 2016 (1382 : Chamber Agreement)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Ordinance approving the Service and Assessment Plan (SAP) for the Wells South Public Improvement District (PID) Major Improvement Area

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Major Improvement Area Assessment Roll for Wells South Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Major Improvement Area Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Major Improvement Area assessments, and providing penalties and interest on delinquent assessments. (Wells South MIA) (Liebman)

Background Information:

The proposed ordinance:

- Adopts the Service and Assessment Plan (SAP) for the Wells South Major Improvement Area and levies assessments against the property based on the assessment roll contained in the SAP;
- Makes a finding that the proposed improvements confer a Special Benefit on the property in the Major Improvement Area; and
- Creates a lien against the property in the Major Improvement Area for the assessments and provides a method of determining the assessments on each property and a method of payment of assessments.

Public Notice:

N/A

Legal Review:

The City's land use counsel has prepared the proposed ordinance.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND MAJOR IMPROVEMENT AREA ASSESSMENT ROLL FOR WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE MAJOR IMPROVEMENT AREA SPECIAL 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 May 21, 2015, 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 extraterritorial jurisdiction 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 July 14, 2015, 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. 2015-34R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wells South Public Improvement District (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 October 27, 2015, the Council adopted a resolution approving the preliminary service and assessment plan, including proposed assessment rolls; calling for a public hearing to consider an ordinance levying assessments on property within Major

Improvement Area of the District (the "Major Improvement Area Special Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment rolls and make such rolls available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Major Improvement Area Special Assessments against the property within 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 October 28, 2015, the City Secretary filed the Major 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 October 30, 2015 in *The Celina Record*, a newspaper of general circulation in the City and in the extraterritorial jurisdiction in which the improvements are to be undertaken; 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 address of the owners of the property liable for the Major Improvement Area Special Assessments; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on November 10, 2015 and then recessed and continued it to December 7, 2015, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area Special Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of all property to be assessed within the District (the "Major Improvements"), the purposes of the Major Improvement Area Special Assessments, the special benefits of the Major Improvement Area Special Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Major Improvement Area Special Assessments; and

WHEREAS, the City Council finds and determines that the Major Improvement Area Assessment Roll and the Wells South Public Improvement District Service and Assessment Plan, dated December 7, 2015 in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney prior to execution (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Major Improvement Area Special Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Major Improvement Area Assessment Roll attached thereto as Appendix A (the "Major Improvement Area Assessment Roll"); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan (the "Public Improvements"), which Public Improvements include the Major

Improvements, the Major Improvement Area Assessment Roll, and the levy of the Major Improvement Area Special Assessments; and

WHEREAS, prior to the issuance of bonds secured by the Major Improvement Area Special Assessments, the owners (the "Landowners" or the "Assessed Parties"), or their representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Ordinance, appeared at the public hearing and stated they approve and accept the Service and Assessment Plan, approve the Major Improvement Area Assessment Roll, approve this Ordinance and approve the levy of the Major Improvement Area Special Assessments against their property located within the District, agree to pay the Major Improvement Area Special Assessments when due and payable and requested that the City file the Service and Assessment Plan and/or the assessment roll with the real property records of Collin County; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Public Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Public Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Public Improvements;

(c) The Service and Assessment Plan apportions the Actual Cost(s) of a Public Improvement to be assessed against the property in the District and such

apportionment is made on the basis of special benefits accruing to the property because of the Public Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Major Improvement Area Assessment Roll will be benefited by the Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Major Improvement Area Special Assessments and will receive special benefits during the term of the Major Improvement Area Special Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Public Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Public Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Major Improvement Area Assessment Roll should be approved as the Major Improvement Area Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Major Improvement Area Special Assessments, interest on Annual Installments, interest and penalties on delinquent Major Improvement Area Special Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Major Improvement Area Special Assessments should be approved and will expedite collection of the Major Improvement Area Special Assessments in a timely manner in order to provide the services and improvements needed and required for the area within 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 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.

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. Major Improvement Area Assessment Roll.

The Major Improvement Area Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Major Improvement Area Assessment Roll of the District.

Section 5. Levy and Payment of Major Improvement Area Special Assessments for Costs of the Major Improvement Area Projects.

(a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within the Major Improvement Area of the District, as shown and described in the Service and Assessment Plan and the Major Improvement Area Assessment Roll, in the respective amounts shown on the Major Improvement Area Assessment Roll as a special assessment on the properties set forth in the Major Improvement Area Assessment Roll.

(b) The levy of the Major Improvement Area Special Assessments shall be effective on the date of execution of this Ordinance levying Major Improvement Area Special Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Major Improvement Area Special Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Major Improvement Area Special 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 Major Improvement Area Special 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 Major Improvement Area Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Public Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Major Improvement Area Special Assessments.

Delinquent Major Improvement Area Special 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 Major Improvement Area Special Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Major Improvement Area Assessed Property may prepay the Major Improvement Area Special 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 Major Improvement Area Assessed Property, including without limitation such Landowners' obligations related to payment of the Major Improvement Area Special Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Major Improvement Area Special Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of Major Improvement Area Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Major Improvement Area Special 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 as the initial Administrator of the Service and Assessment Plan and of Major Improvement Area Special 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 Temporary Collector.

The City's Director of Finance is hereby appointed and designated as the temporary collector of the Major Improvement Area Special Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Collin County Tax Assessor and Collector, or another qualified collection agent selected by the City.

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 Major Improvement Area Special 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/or the Major Improvement

Area Assessment Roll, to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this 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 Major Improvement Area Special Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof. However, the Service and Assessment Plan and this Ordinance shall automatically terminate if bonds secured by the Major Improvement Area Special Assessments are not issued by the City on or before February 29, 2016.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this December 7, 2015.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: WELLS SOUTH PID 2015 - MIA Assessment Ordinance (1352 : Wells South Ordinance Service and Assessment Plan MIA)

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of December, 2015 by Sean Terry and Vicki Faulkner, Mayor and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

(SEAL)

 Notary Public, State of Texas

 Name printed or typed

Commission Expires:_____

EXHIBIT A

Service and Assessment Plan

Wells South Public Improvement District

Service and Assessment Plan

Exhibit A

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On July 14, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Celina, Texas (the "**City**") approved Resolution No. 2015-34R, which authorized the creation of the Wells South Public Improvement District (the "**PID**") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is currently located within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City.

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 "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A**, **Appendix B**, and **Appendix C** are addressed in **Section VII** of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms 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) a construction management fee of 4.0% of the costs incurred for the construction of such Public Improvement if an Owner is serving as the construction manager but not the general contractor, (e) 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 (property and franchise) related to such Public Improvement (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection

Exhibit A

with the acquisition, construction or implementation of such Public Improvement, (g) 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 (h) all payments for Administrative Expenses.

“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 an employee of 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 the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as **Appendix A**, **Appendix B**, or **Appendix C**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Special Assessment, or Annual Installment thereof, allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as **Appendix A**, **Appendix B**, or **Appendix C**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. In no event shall the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

“Annual Service Plan Update” has the meaning set forth in **Section V** 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 A**, **Appendix B**, or **Appendix C**, (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 Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll included in this SAP as **Appendix A**, **Appendix B**, or **Appendix C**, 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” means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

“City” means the City of Celina, Texas.

“City Certificates of Obligation” has the meaning set forth in **Section IV.G** of this SAP

“City Contributed Major Improvement Assessment Roll” means the document included in this SAP as **Appendix C**, 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 City Certificates of Obligation or in connection with any Annual Service Plan Update.

“City Contributed Major Improvement Credit Amount” means, with respect to each Parcel of Assessed Property, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contributed Major Improvements in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. Such payments are not pledged to the Major Improvement Area Bonds or the Neighborhood Improvement Area #1 Bonds and will not be pledged to future PID Bonds.

“City Contributed Major Improvements” mean those water and sewer improvements described in **Section III.C** of this SAP which benefit all Assessed Property within the PID, constructed and installed in accordance with this SAP, as the same may be amended from time to time, and any Annual Service Plan Update.

“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 initial 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 IV.K** of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

“Development Agreement” means that certain "Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property entered into as of April 28, 2015, as amended by that certain "Amended and Restated Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property and approved by the City Council on September 8, 2015, and any future amendments thereto.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located

within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

“Indenture” means an indenture of trust, trust agreement, ordinance 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 based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

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

“Major Improvement Area” means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on **Table II-B** and as specifically described in **Appendix D** and as depicted in **Appendix E**.

“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 Special Assessments relating to the Major Improvement Area Projects are levied.

“Major Improvement Area Assessment Roll” means the document included in this SAP as **Appendix A**, 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 Special Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Neighborhood Improvement Area” 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 for the Public 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” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 97.2 acres within the PID and as specifically described in **Appendix D** and as depicted in **Appendix E**.

“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 Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as **Appendix B**, 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 Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in **Section III.B** allocable to Neighborhood Improvement Area #1.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special 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 Special Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.G**.

“Owner” means Hillwood Enterprises, L.P., a Texas limited partnership, or other entity affiliated with Hillwood Enterprises, L.P.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

“Owner’s 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 easement, to an owners’ 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 County 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” means the Wells South Public Improvement District created by the City pursuant to Resolution No. 2015-34R approved July 14, 2015.

“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, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, or in the Future Neighborhood Improvement Areas.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

“Prepayment Reserve” has the meaning set forth in **Section IV.J** 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 D** to this SAP and is depicted in **Table II.A** of this SAP.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

“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 adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or **“SAP”** means this Wells South Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

“Special Assessment” means the 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 created by such subdivision or reduction according to the provisions hereof and the PID Act.

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

Section II

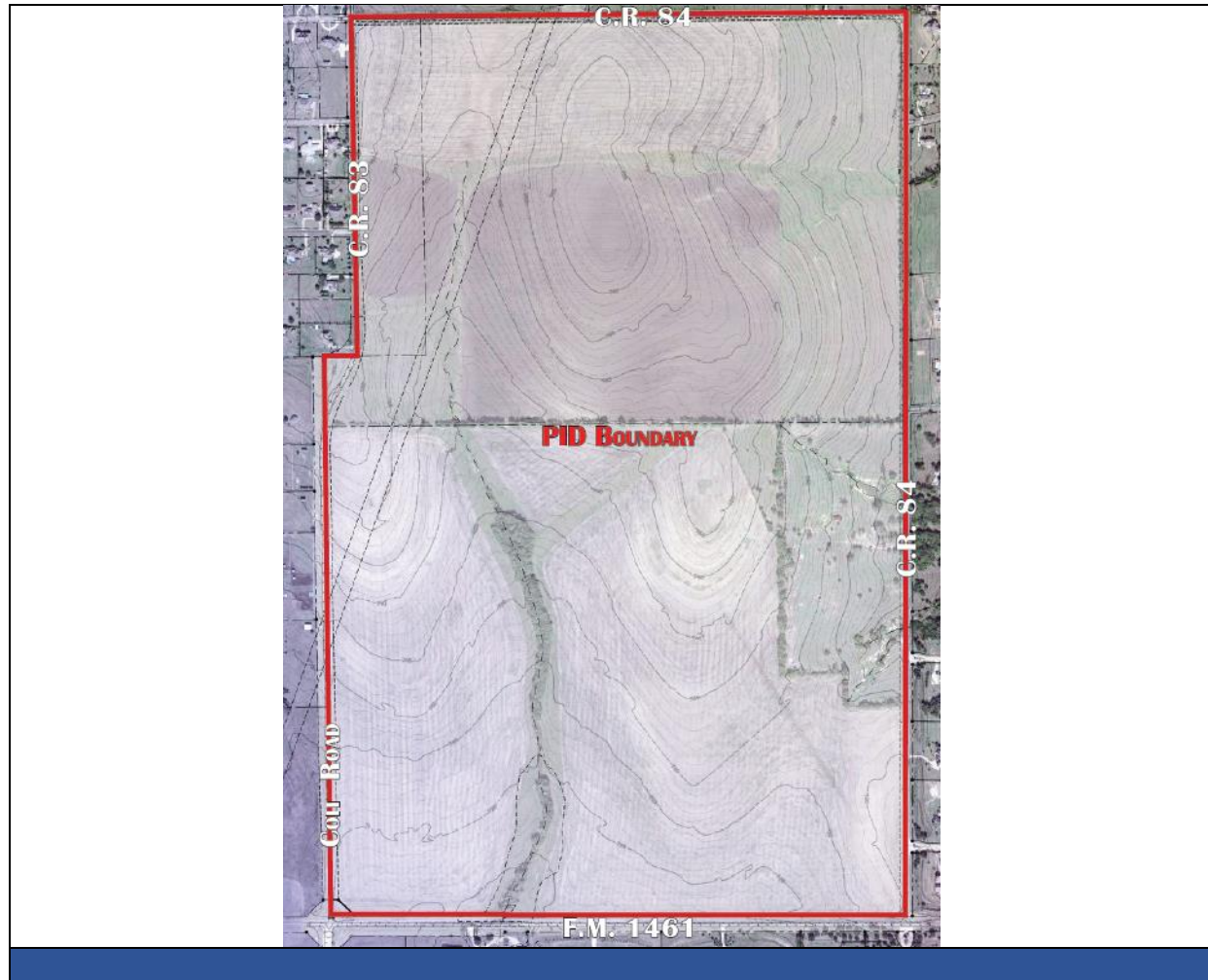
PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the City's extraterritorial jurisdiction; but, the Property will be annexed into the City's corporate limits as provided for in the Development Agreement. The PID contains approximately 400.524 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix D.

TABLE II-A
Public Improvement District Boundaries



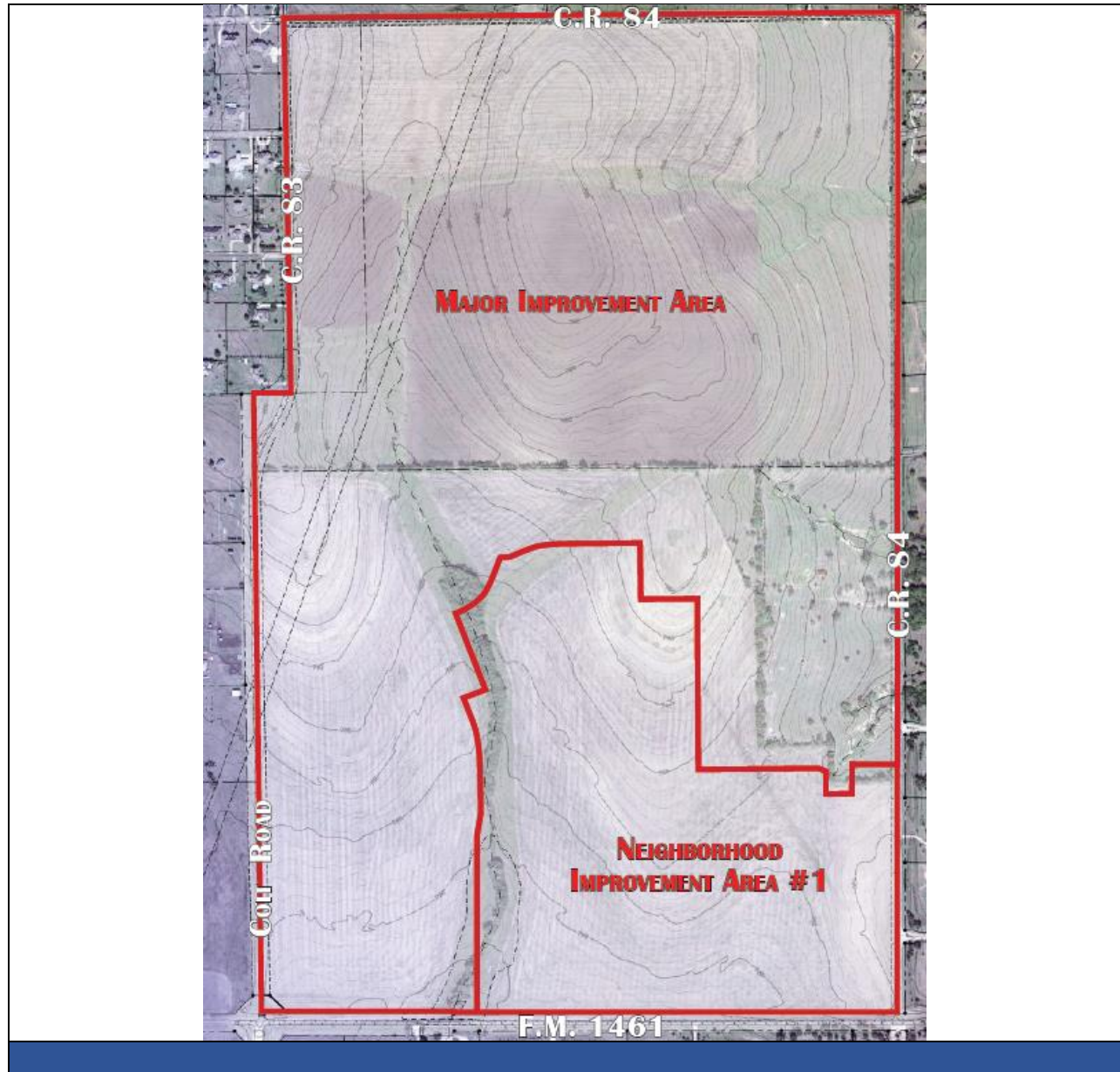
B. Property Located in the Major Improvement Area and Neighborhood Improvement Area #1

The Major Improvement Area consists of approximately 303.3 acres. Neighborhood Improvement Area # 1 consists of approximately 97.2 acres projected to consist of 290 single family residential units, to be developed in one phase and which will be specially benefitted by the Public Improvements described in **Section III.C.**

A map of the property within the PID and Neighborhood Improvement Area #1 is shown in **Table II-B.** Legal descriptions for all Parcels within the PID are included in **Appendix D.**

TABLE II-B
Public Improvement District Boundaries

Exhibit A



C. Property Included in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Neighborhood Improvement Area).

Exhibit A

A map of the projected property within each Future Neighborhood Improvement Area is shown in **Table II-C**. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.



Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act 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 mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of 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 Public Improvements more particularly described in **Section III.B**, **Section III.C** and **Section III.D**. Any change to the list of Public Improvements, including any Future Neighborhood Improvement Area Improvements as described in **Section III.D**, will require the approval of the City.

B. Descriptions and Costs of Major Improvements

Exhibit A

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on **Table IV-C**.

The Major Improvements are described below. **Table III-B** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$6,327,000. The costs shown in **Table III-B** may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are to be funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Developer, all as described herein.

A description of the Major Improvements follows:

- *Road Improvements*
 - The road 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 road improvements will be constructed according to City standards. The cost of the road improvements to be allocated to the Major Improvement Area is \$2,581,000. The cost of the road improvements to be allocated to the Neighborhood Improvements Area #1 is \$210,000.
- *Storm Drainage*

Exhibit A

- 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 will be constructed according to City standards. The cost of storm drainage improvements to be allocated to the Major Improvement Area is \$1,599,000. The cost of storm drainage improvements to be allocated to the Neighborhood Improvement Area #1 is \$200,000.
- Wastewater
 - 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 Major Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards. The cost of the wastewater improvements to be allocated to the Major Improvement Area is \$276,000. The cost of the wastewater improvements, to be allocated to the Neighborhood Improvement Area #1 is \$35,000
- *Water*
 - The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards. The cost of the water improvements to be allocated to the Major Improvement Area is \$374,000. The cost of the water improvements to be allocated to the Neighborhood Improvement Area #1 is \$47,000
- Open Space/Trail System
 - 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 will be constructed according to City standards. The cost of the open space/trail system improvements to be allocated to the Major Improvement Area is \$60,000. The cost of the open space/trail system improvements to be allocated to the Neighborhood Improvement Area #1 is \$18,000.

**Table III-B
Major Improvement Costs**

Description	NIA #1	MIA	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,581,000	\$ 2,791,000
Storm Drainage	200,000	1,599,000	1,799,000
Wastewater	35,000	276,000	311,000
Water	47,000	374,000	421,000
Open Space/Trail System	18,000	60,000	78,000
Soft Costs	102,000	825,000	927,000
Total Authorized Improvements	\$ 612,000	\$ 5,715,000	\$ 6,327,000

Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

C. Descriptions and Costs of City Contributed Major Improvements

The costs of the City Contributed Major Improvements are shown in **Table III-C**. The costs shown in **Table III-C** may be revised in an Annual Service Plan Updates. The total costs for the water and sewer improvements described in this Section III-C is \$24,665,630 and the prorated amount of \$2,010,000 of such costs are allocated to the PID as the City Contributed Major Improvements are provided by the City.

Section IV describes the allocation of the Actual Costs of the City Contributed Major Improvements and the assessment methodology for the determining the Special Assessments related to the City Contributed Major Improvements. **Table V-C** shows the amount of funds to be spent by the City on the City Contributed Major Improvements. As provided in the Development Agreement and described in more detail in **Section VI.C**, the City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

A description of the City Contributed Major Improvements follows:

- *Wastewater*
 - The wastewater system portion of the City Contributed Major Improvements based on wastewater system models consists of a combination of sanitary sewer trunk mains of various diameters that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards. The total cost of the City wastewater system improvements is

\$10,867,000. The cost of the wastewater system portion of the City Contributed Major Improvements allocated to the Assessed Property is \$916,000.

- *Water*
 - The water distribution system portion of the City Contributed Major Improvements based on the water models consists of a combination of trunk main of various diameters that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards. The total cost of the City water system improvements is \$9,182,000. The cost of the water distribution system portion of the City Contributed Major Improvements allocated to the Assessed Property is \$911,000.

Table III-C City Contributed Major Improvement Costs			
Description	NIA #1	MIA	Total
<i>PID Benefit of Authorized Improvements</i>			
Wastewater	\$ 215,000	\$ 701,000	\$ 916,000
Water	214,000	697,000	911,000
Contingency	43,000	140,000	183,000
Total PID Benefit of Authorized Improvements	\$ 472,000	\$ 1,538,000	\$ 2,010,000

Note: Costs provided by City staff. The figures shown in Table III-C may be revised in an Annual Service Plan Updates.

D. Descriptions and Costs of Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. **Table III-D** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #1 Improvements are \$4,545,000 and are distinct from Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund the Neighborhood Improvement Area #1 Projects which benefit Neighborhood Improvement Area #1 Assessed Property. The Actual Costs shown in **Table III-D** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Road Improvements*
 - The road 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 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 road improvements will be constructed according to City standards. The cost of these road improvements is \$2,241,000.
- *Wastewater*
 - 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 will be constructed according to City standards. The cost of these wastewater improvements is \$546,000
- *Water*
 - 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 will be constructed according to City standards. The cost of

these water improvements is \$568,000.

- *Public Open Space and Trail Systems*
 - The public open space and trail system improvement portion of the Neighborhood Improvement Area #1 Improvements consists of certain public open space and trail systems as described in the Development Agreement. The public open space and trail system improvements will be constructed according to City standards. The cost for the public open space and trail system improvements is \$150,000.

Table III-D Costs of Neighborhood Improvement Area #1 Projects			
Description	Major	Onsite	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,031,000	\$ 2,241,000
Storm Drainage	200,000	-	200,000
Wastewater	35,000	511,000	546,000
Water	47,000	521,000	568,000
Open Space/Trail System	18,000	132,000	150,000
Soft Costs	102,000	738,000	840,000
Total Authorized Improvements	\$ 612,000	\$ 3,933,000	\$ 4,545,000

E. 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-E** 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.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs 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 City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. **Table IV-D** details the allocation of costs of the City Contributed Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. The Annual Installments Allocable to the City Contributed Major Improvements are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property in the same manner using the allocation percentages calculated in **Table IV-C**. **Table IV-E** details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the City Contributed Major Improvements, and the Neighborhood Improvement Area #1 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, the City Contributed Major Improvements, and Neighborhood Improvement Area #1 Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology 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 Owners and all future owners and developers of any Assessed Property.

Exhibit A

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property.

When the City Council approved this SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, and the Neighborhood Improvement Area #1 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, and the Neighborhood Improvement Area #1 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

Exhibit A

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 IV-C**. The costs detailed in **Table IV-C** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C Cost Allocation of Major Improvements					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,791,000	8%	\$ 210,000	92%	\$ 2,581,000
Storm Drainage	\$ 1,799,000	11%	\$ 200,000	89%	\$ 1,599,000
Wastewater	\$ 311,000	11%	\$ 35,000	89%	\$ 276,000
Water	\$ 421,000	11%	\$ 47,000	89%	\$ 374,000
Open Space/Trail System	\$ 78,000	23%	\$ 18,000	77%	\$ 60,000
<i>Subtotal</i>	\$ 5,400,000		\$ 510,000		\$ 4,890,000
Soft Costs	\$ 927,000	11%	\$ 102,000	89%	\$ 825,000
Total Authorized Improvements	\$ 6,327,000		\$ 612,000		\$ 5,715,000

(a) See Table III-B for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

D. Allocation of Actual Costs of City Contributed Major Improvements

The City Contributed Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and to the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the City Contributed Major Improvements have been calculated by the City and are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-D**. The costs detailed in **Table IV-D** represent only estimates and are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D Cost Allocation of City Contributed Major Improvements					
Authorized Improvement	Total Cost (a)	MIA Major Improvements		NIA #1 Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Wastewater	\$ 916,000	77%	\$ 701,000	23%	\$ 215,000
Water	911,000	77%	697,000	23%	214,000
Contingency	183,000	77%	140,000	23%	43,000
Total Authorized Improvements	\$ 2,010,000		\$ 1,538,000		\$ 472,000

(a) See Table III-C for details.

E. Allocation of Actual Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in **Section IV.C** above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-E**. The costs detailed in **Table IV-E** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E Cost Allocation of Neighborhood Improvement Area #1 Projects					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,241,000	9%	\$ 210,000	91%	\$ 2,031,000
Storm Drainage	\$ 200,000	100%	\$ 200,000	0%	\$ -
Wastewater	\$ 546,000	6%	\$ 35,000	94%	\$ 511,000
Water	\$ 568,000	8%	\$ 47,000	92%	\$ 521,000
Open Space/Trail System	\$ 150,000	12%	\$ 18,000	88%	\$ 132,000
Subtotal	\$ 3,705,000		\$ 510,000		\$ 3,195,000
Soft Costs	\$ 840,000	12%	\$ 102,000	88%	\$ 738,000
Total Authorized Improvements	\$ 4,545,000		\$ 612,000		\$ 3,933,000

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. Allocation of Actual Costs of Future 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 such Future Neighborhood Improvement Areas (e.g. **Table IV-F** will be

created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

G. Special Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special 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.

- *Assessment Methodology for Major Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. **Table IV-G.1** summarizes the allocation of the Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Owner for the Public Improvements, the City Council has determined that the benefit to the Assessed Property from the Public Improvements is at least equal to the Special Assessments levied on the Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as **Appendix A**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.1** summarizes the initial allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Major Improvement Area Bonds that are sold.

**Table IV-G.1
Major Improvement Area
Special Assessment Allocation**

	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual Installment (1 st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)
Phase 2	50'	68	\$ 24,550,788	\$ 383,303	\$ 33,105	\$ 5,637	\$ 487	\$ 0.13
	60'	115	\$ 49,373,985	\$ 770,858	\$ 66,577	\$ 6,703	\$ 579	\$ 0.13
	70'	44	\$ 22,099,352	\$ 345,029	\$ 29,799	\$ 7,842	\$ 677	\$ 0.13
	HOA			\$ 15,143	\$ 3,708			
	Subtotal	227	\$ 96,024,125	\$ 1,514,333	\$ 133,188			
Phase 3	50'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	154	\$ 69,115,816	\$ 1,079,080	\$ 93,053	\$ 7,007	\$ 604	\$ 0.13
	70'	99	\$ 51,792,642	\$ 808,620	\$ 69,730	\$ 8,168	\$ 704	\$ 0.13
	HOA			\$ 19,068	\$ 4,921			
	Subtotal	253	\$ 120,908,458	\$ 1,906,768	\$ 167,704			
Phase 4	50'	145	\$ 56,452,560	\$ 881,373	\$ 76,098	\$ 6,078	\$ 525	\$ 0.13
	60'	80	\$ 37,362,000	\$ 583,319	\$ 50,364	\$ 7,291	\$ 630	\$ 0.13
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	HOA			\$ 14,795	\$ 3,661			
	Subtotal	225	\$ 93,814,560	\$ 1,479,488	\$ 130,124			
Phase 5	50'	112	\$ 45,109,792	\$ 704,283	\$ 60,711	\$ 6,288	\$ 542	\$ 0.13
	60'	88	\$ 42,484,992	\$ 663,303	\$ 57,179	\$ 7,538	\$ 650	\$ 0.13
	70'	41	\$ 23,105,550	\$ 360,739	\$ 31,097	\$ 8,799	\$ 758	\$ 0.13
	TH	135	\$ 33,750,000	\$ 526,927	\$ 45,423	\$ 3,903	\$ 336	\$ 0.13
	Area F	53,143	\$ 6,111,468	\$ 95,416	\$ 8,225	\$ 1.80	\$ 0.15	\$ 0.13
	HOA			\$ 23,744	\$ 6,199			
	Subtotal	376	\$ 150,561,802	\$ 2,374,411	\$ 208,834			
Total		1,081	\$ 461,308,945	\$ 7,275,000	\$ 639,850			

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial 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 this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 6.50% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

- Assessment Methodology for City Contributed Major Improvements*

For purpose of this SAP, the City Council has determined that the Actual Costs of the City Contributed Major Improvements to be financed with the Annual Installment Allocable to the City Contributed Major Improvements shall be allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area and Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. The Annual Installment Allocable to the City Contributed Major Improvements is part of the Annual Installment of the Special Assessment levied against the Assessed Property. In no event will the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

Based on the costs for the City Contributed Major Improvements, the City Council has determined that the benefit to the Assessed Property from the City Contributed Major Improvements is at least equal to the Special Assessments related to City Contributed Major Improvements levied on the Assessed Property.

As provided in the Development Agreement, the City will finance the Actual Costs, as estimated in **Table III-C**, of the City Contributed Major Improvements from a portion of the proceeds from the issuance and sale of its "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015" and any other certificates of obligation issued from time to time by the City to the extent a portion of the proceeds of such certificates of obligation are dedicated to fund a portion of the costs of the City Contributed Major Improvements (collectively, the "**City Certificates of Obligation**"). The City will be reimbursed for such Actual Costs of the City Contributed Major Improvements from the collection of the Annual Installments Allocable to the City Contributed Major Improvements. In accordance with the Development Agreement, the Annual Installment Allocable to the City Contributed Major Improvements will be offset each year by the City Contributed Major Improvement Credit Amount. The offset credit provided by the City Contributed Major Improvement Credit Amount will be calculated as described below in **Section VI.C**.

The Special Assessments and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvements, for each Parcel or Lot is shown on the Assessment Roll, attached as **Appendix C**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act.

- *Assessment Methodology for Neighborhood Improvement Area #1*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. **Table IV-G.2** summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in

Exhibit A

Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as **Appendix B**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.2** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Neighborhood Improvement Area #1 Bonds that are sold.

Table IV-G.2 Neighborhood Improvement Area #1 Special Assessment Allocation								
	Lot Size	Units/SF	Estimated	Total Special	Annual	Special	Annual	Equivalent
			Build Out Value	Assessment	Installment (1st Full Year After Cap I)	Assessment Per Unit/SF	Installment Per Unit/SF	Tax Rate (per \$100/AV)
Phase 1	50'	96	\$ 32,545,536	\$ 1,577,299	\$ 131,618	\$ 16,430	\$ 1,371	\$ 0.40
	60'	111	\$ 45,080,097	\$ 2,184,779	\$ 182,310	\$ 19,683	\$ 1,642	\$ 0.40
	70'	83	\$ 39,321,084	\$ 1,905,672	\$ 159,020	\$ 22,960	\$ 1,916	\$ 0.40
	HOA			\$ 57,250	\$ 4,777			
	Total	290	\$ 116,946,717	\$ 5,725,000	\$ 477,725			

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial 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 this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 6.00% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

- *Assessment Methodology for Future Neighborhood Improvement Areas*

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds 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.

H. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Contributed Major Improvements will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll and according to the Neighborhood Improvement Area #1 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds, as well as the Annual Installments Allocable to the City Contributed Major Improvements will be collected on the dates and in the amounts shown

on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

I. 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, and the City Contributed Major Improvement Assessment Roll shown on **Appendix A**, **Appendix B** and **Appendix C**, respectively, which are subject to revision through Annual Service Plan Updates.

J. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.K** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.L** below.

K. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment 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 a Special Assessment 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 Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which 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 PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

L. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate 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 Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 36 months for the Major Improvement Area Projects to be constructed. It is anticipated that it will take approximately 18 months for the Neighborhood Improvement Area #1 Projects to be constructed.

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 \$7,278,000 as shown in **Table V-A**. 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 \$5,729,000 as shown in **Table V-B**. The Actual Costs for the City Contributed Major Improvements plus costs related to the financing of the City Contributed Major Improvements is \$2,120,000 as shown in **Table V-C**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating Assessment Roll shown on **Appendix A, Appendix B, and Appendix C**. Any update to this SAP is herein referred as an “Annual Service Plan Update.”

Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** 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 V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in **Table V-B** 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 V-C summarizes the sources and uses of funds required to construct the City Contributed Major Improvements allocable to the PID. The sources and uses of funds shown in **Table V-C** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs.

Table V-A Major Improvement Area Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 7,275,000
Owner Contribution (a)	\$ 3,000
	<u>\$ 7,278,000</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 5,715,000</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 575,000
Capitalized Interest (d)	\$ 473,000
	<u>\$ 1,048,000</u>
Cost of Issuance:	<u>\$ 224,000</u>
Underwriter's Discount/Financial Advisor (e):	<u>\$ 291,000</u>
	<u>\$ 7,278,000</u>
(a) Owners will fund all costs not covered by the PID Bonds.	
(b) See Table III-B and Table IV-C for details.	
(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.	
(d) The PID Bonds will include 12 months of capitalized interest.	
(e) The PID Bonds will have a 4% Underwriter's Discount and Financial Advisor's Fee	

Table V-B Neighborhood Improvement Area #1 Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 5,725,000
Owner Contribution (a)	\$ 4,000
	<u>\$ 5,729,000</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 4,545,000</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 435,000
Capitalized Interest (d)	\$ 344,000
	<u>\$ 779,000</u>
Cost of Issuance:	<u>\$ 176,000</u>
Underwriter's Discount/Financial Advisor (e):	<u>\$ 229,000</u>
	<u>\$ 5,729,000</u>
(a) Owners will fund all costs not covered by the PID Bonds.	
(b) See Table III-D and Table IV-E for details.	
(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.	
(d) The PID Bonds will include 12 months of capitalized interest.	
(e) The PID Bonds will have a 4% Underwriter's Discount and Financial Advisor's Fee	

Table V-C City Contributed Major Improvements Sources and Uses of Funds	
Sources of Funds	
Gross Share of City Certificates of Obligation	<u>\$ 2,120,000</u>
Uses of Funds	
Authorized Improvements (a)	<u>\$ 2,010,000</u>
Financing Costs:	<u>\$ 110,000</u>
	<u>\$ 2,120,000</u>
(a) See Table III-C and IV-D for details.	

The projected Annual Installments for the first five years after the approval of this SAP for the Major Improvement Area Bonds are presented in **Table V-D**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-D Major Improvement Area Bonds Projected Annual Installments							
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2016	\$ -	\$ 472,875	\$ 30,000	\$ 14,550	\$ 21,825	\$ 472,875	\$ 66,375
2017	\$ 100,000	\$ 472,875	\$ 30,600	\$ 14,550	\$ 21,825	\$ -	\$ 639,850
2018	\$ 100,000	\$ 466,375	\$ 31,212	\$ 14,350	\$ 21,525	\$ -	\$ 633,462
2019	\$ 100,000	\$ 459,875	\$ 31,836	\$ 14,150	\$ 21,225	\$ -	\$ 627,086
2020	\$ 100,000	\$ 453,375	\$ 32,473	\$ 13,950	\$ 20,925	\$ -	\$ 620,723
2021	\$ 125,000	\$ 446,875	\$ 33,122	\$ 13,750	\$ 20,625	\$ -	\$ 639,372
Total	\$ 525,000	\$ 2,772,250	\$ 189,244	\$ 85,300	\$ 127,950	\$ 472,875	\$ 3,226,869

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.50% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-E**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E Neighborhood Improvement Area #1 Bonds Projected Annual Installments							
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2016	\$ -	\$ 343,500	\$ 30,000	\$ 11,450	\$ 17,175	\$ 343,500	\$ 58,625
2017	\$ 75,000	\$ 343,500	\$ 30,600	\$ 11,450	\$ 17,175	\$ -	\$ 477,725
2018	\$ 75,000	\$ 339,000	\$ 31,212	\$ 11,300	\$ 16,950	\$ -	\$ 473,462
2019	\$ 100,000	\$ 334,500	\$ 31,836	\$ 11,150	\$ 16,725	\$ -	\$ 494,211
2020	\$ 100,000	\$ 328,500	\$ 32,473	\$ 10,950	\$ 16,425	\$ -	\$ 488,348
2021	\$ 100,000	\$ 322,500	\$ 33,122	\$ 10,750	\$ 16,125	\$ -	\$ 482,497
Total	\$ 450,000	\$ 2,011,500	\$ 189,244	\$ 67,050	\$ 100,575	\$ 343,500	\$ 2,474,869

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.00% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

The projected Annual Installment Allocable to the City Contributed Major Improvements for the first five years after the approval of this SAP for the City Contributed Major Improvements is presented in **Table V-F**.

Table V-F City Contributed Major Improvements Projected Annual Installments				
Period Ending Sept. 30	Principal Payments	Interest Expense	Annual PID Installments	
2016	\$ -	\$ 102,552	\$	102,552
2017	\$ 80,000	\$ 90,483	\$	170,483
2018	\$ 85,000	\$ 88,520	\$	173,520
2019	\$ 85,000	\$ 86,189	\$	171,189
2020	\$ 90,000	\$ 83,617	\$	173,617
2021	\$ 100,000	\$ 80,603	\$	180,603
Total	\$ 440,000	\$ 531,963	\$	971,963
Note: The projected annual installments are based on debt service estimates with an average 4.11% interest rate and a 20-year term for the initial series of Certificates of Obligation. The projected annual installments will be reduced by the City Contributed Major Improvement Credit as described in Section VI.C.				

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the Major Improvement Area

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in **Appendix A**. The Special 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) the Major Improvement Area's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iv) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (v) to cover the Administrative Expenses of the Major Improvement Area.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**. The Special 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 #1 Bonds, (ii) the Neighborhood Improvement Area #1's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iv) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (v) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. Amount of Assessments and Annual Installments Reduced by City Contributed Major Improvement Credit Amount

The Special Assessments and Annual Installments for the Assessed Property related to the City Contributed Major Improvements are shown on the City Contributed Major Improvement Assessment Roll in **Appendix C**. The Annual Installments for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment

Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Major Improvement Credit Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or ownership group as further described below. In no event shall the Annual Installment Allocable to City Contributed Major Improvements exceed eight percent of the debt service on the City Certificates of Obligation funding such improvements.

In a given year, the City Contributed Major Improvement Credit Amount prevents the Owner of Assessed Property from paying both ad valorem taxes on the Assessed Property, which supports the payment of debt service on the City Certificates of Obligation including the portion used to initially finance the City Contributed Major Improvements, and an Annual Installment Allocable to the City Contributed Major Improvements for the Actual Costs of the City Contributed Major Improvements. The City Council has determined that financing the City Contributed Major Improvements with the City Certificates of Obligation, rather than solely through PID Bonds, will provide an overall cost-savings for the City Contributed Major Improvements.

The annual City Contributed Major Improvement Credit Amount shall be calculated as follows:

- 1) If the aggregate annual City Contributed Major Improvement Credit Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is equal to or greater than the Annual Installment Allocable to the City Contributed Major Improvements, the net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be reduced to zero and no Annual Installment Allocable to the City Contributed Major Improvements shall be included as part of the Annual Installments to be collected from each Parcel.
- 2) If the aggregate annual City Contributed Major Improvement Credit Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is less than the Annual Installment Allocable to the City Contributed Major Improvements, the annual City Contributed Major Improvement Credit Amount to be applied as a credit to each Parcel will be calculated based on the amount of City ad valorem taxes generated by each Parcel. The net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be allocated to each Parcel based on the actual amount of City ad-valorem taxes generated by each Parcel. Such offset credit will first be applied on a Parcel-by-Parcel basis then excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the

City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit. The pooled City Contributed Major Improvement Credit Amount will be allocated on a pro-rata basis amongst multiple parcels owned by a single developer or ownership group of property within the PID with any one owner's share of the pooled amount calculated as a fraction the numerator of which is that owner's Annual Installment Allocable to the City Contributed Major Improvements and the denominator of which is the aggregate amount of all Annual Installments Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.

- 3) If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

D. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments for Parcels Located Within the Major Improvement Area and Neighborhood Improvement Area #1

- *Upon Division Prior to Recording of Subdivision Plat*

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix E** ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-G.1** and **Table IV-G.2** for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Phase 2 on **Table IV-G.1**, it includes 68 50' Lots, 115 60' Lots and 44 70' Lots, as well as the Owner's Association Special Assessment Allocation. Accordingly, the Special Assessment for the phase 2 Parcel is \$1,514,333, (\$383,303 + 770,858 + \$345,029 + \$15,143). As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-G.1** and **Table IV-G.2**.

Exhibit A

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1** and **Table IV-G.2**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-G.1** and **Table IV-G.2**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1** and **Table IV-G.2**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *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 Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

F. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

Exhibit A

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

G. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

H. Reduction of Special Assessments

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

I. Payment of Special Assessments

- *Payment in Full*
 - The Special Assessment, including the Annual Installment Allocable to the

City Contributed Major Improvements, for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

- If an Annual Installment, including the Annual Installment Allocable to the City Contributed Major Improvements, has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- Upon payment in full of a Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvement, thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- At the option of a Parcel or Lot owner, the Special Assessment, which includes the Annual Installment Allocable to the City Contributed Major Improvements, on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.
- *Payment of Annual Installments*
 - If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments, which include Annual Installments Allocable to the City Contributed Major Improvements, each year in the amounts shown in the applicable Assessment Roll and which includes interest on the

outstanding Special Assessment and Administrative Expenses.

- The Annual Installments, including Annual Installments Allocable to the City Contributed Major Improvements, as listed on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, have been calculated assuming a weighted average interest rate on the Major Improvement Area Bonds of 6.5%, a weighted average interest rate on the Neighborhood Improvement Area #1 Bonds of 6.0%, and assumed interest rates on the City Certificates of Obligation. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, except pursuant to any amendment or update to this SAP.
- The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds or City Certificates of Obligation 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 Annual Installments shall be further reduced by application of any applicable City Contributed Major Improvement Credit Amount.
- 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 Special 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.

J. 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 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. 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 Special 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.

Each Annual Installment, including the interest on the unpaid amount of a Special 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 and the Neighborhood Improvement Area #1 Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

K. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.H** of this SAP.

L. 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 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.H** of this SAP.

Section 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 Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. **Table VII-A** summarizes the \$7,278,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$7,275,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$7,275,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Major Improvement Area Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Major Improvement Area Projects</i>	
Total Authorized Improvements	\$ 5,715,000
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 575,000
Capitalized Interest	\$ 473,000
Underwriter's Discount/Financial Advisor Fee	\$ 291,000
Cost of Issuance	\$ 224,000
PID Formation/Bond Cost of Issuance	\$ 1,563,000
Total Special Benefit	\$ 7,278,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 7,278,000
Projected Special Assessment	\$ 7,275,000
Excess Benefit	\$ 3,000
(a) See Table III-B for details.	

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 Public 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 will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. **Table VII-B** summarizes the \$5,729,000 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$5,725,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$5,725,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Table VII-B Neighborhood Improvement Area #1 Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Neighborhood Improvement Area #1 Projects</i>	
Total Authorized Improvements	\$ 4,545,000
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 435,000
Capitalized Interest	\$ 344,000
Underwriter's Discount/Financial Advisor Fee	\$ 229,000
Cost of Issuance	\$ 176,000
PID Formation/Bond Cost of Issuance	\$ 1,184,000
Total Special Benefit	\$ 5,729,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 5,729,000
Projected Special Assessment	\$ 5,725,000
Excess Benefit	\$ 4,000
(a) See Table III-D for details.	

C. City Contributed Major Improvement Assessment Roll

The City Council has evaluated each Parcel benefited by the City Contributed Major Improvements (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 Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

Table VII-C summarizes the \$2,120,000 in special benefit received by the Major Improvement Area from the City Contributed Major Improvement funds, the costs of the formation, and the issuance costs. The City Contributed Major Improvement Area Assessment Roll is attached hereto as **Appendix C**.

Table VII-C City Contributed Major Improvement Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>City Contributed Improvements</i>	
Total Authorized Improvements	\$ 2,010,000
<i>PID Formation/Bond Cost of Issuance</i>	
Financing Costs	\$ 110,000
PID Formation/Bond Cost of Issuance	\$ 110,000
Total Special Benefit	\$ 2,120,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 2,120,000
Projected Special Assessment	2,120,000
Excess Benefit	\$ -
(a) See Table III-C for details.	

D. 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).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) the credits or offsets of the Annual Installments Allocable to the City Contributed Major Improvements by the City Contributed Major Improvement Credit Amount applied as described in **Section VI.C**; (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by **Section VI.I** of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Certificates of Obligation on which the Annual Installments shall be paid, any reduction in the Major Improvement Area Special Assessments or Neighborhood Improvement Area #1 Special

Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Certificates of Obligation and Owner funds.

Exhibit A

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon 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.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special 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 may be made as permitted or required by the PID Act and Texas law.

Exhibit A

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, 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 SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, 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 SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

Major Improvement Area Assessment Roll

Appendix A Special Assessment by Parcel				
Parcel	Owner	Estimated Assessable Units	PID Bond Special Assessment	
2122501	Hillwood Communities	177	\$	1,227,139
965735	Hillwood Communities	186	\$	1,211,655
965726	Hillwood Communities	392	\$	2,665,090
965771	Hillwood Communities	127	\$	973,329
1498472	Hillwood Communities	64	\$	1,125,037
HOA	Hillwood Communities	-	\$	72,750
Totals		946	\$	7,275,000
Note: Preliminary and subject to change				

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 472,875	\$ 472,875	\$ 30,000	\$ 14,550	\$ 21,825	\$ 472,875	\$ 66,375
09/01/17	\$ 100,000	\$ 472,875	\$ 572,875	\$ 30,600	\$ 14,550	\$ 21,825	\$ -	\$ 639,850
09/01/18	\$ 100,000	\$ 466,375	\$ 566,375	\$ 31,212	\$ 14,350	\$ 21,525	\$ -	\$ 633,462
09/01/19	\$ 100,000	\$ 459,875	\$ 559,875	\$ 31,836	\$ 14,150	\$ 21,225	\$ -	\$ 627,086
09/01/20	\$ 100,000	\$ 453,375	\$ 553,375	\$ 32,473	\$ 13,950	\$ 20,925	\$ -	\$ 620,723
09/01/21	\$ 125,000	\$ 446,875	\$ 571,875	\$ 33,122	\$ 13,750	\$ 20,625	\$ -	\$ 639,372
09/01/22	\$ 125,000	\$ 438,750	\$ 563,750	\$ 33,785	\$ 13,500	\$ 20,250	\$ -	\$ 631,285
09/01/23	\$ 125,000	\$ 430,625	\$ 555,625	\$ 34,461	\$ 575	\$ 19,875	\$ -	\$ 610,536
09/01/24	\$ 150,000	\$ 422,500	\$ 572,500	\$ 35,150	\$ -	\$ 19,500	\$ -	\$ 627,150
09/01/25	\$ 150,000	\$ 412,750	\$ 562,750	\$ 35,853	\$ -	\$ 19,050	\$ -	\$ 617,653
09/01/26	\$ 150,000	\$ 403,000	\$ 553,000	\$ 36,570	\$ -	\$ 18,600	\$ -	\$ 608,170
09/01/27	\$ 175,000	\$ 393,250	\$ 568,250	\$ 37,301	\$ -	\$ 18,150	\$ -	\$ 623,701
09/01/28	\$ 175,000	\$ 381,875	\$ 556,875	\$ 38,047	\$ -	\$ 17,625	\$ -	\$ 612,547
09/01/29	\$ 200,000	\$ 370,500	\$ 570,500	\$ 38,808	\$ -	\$ 17,100	\$ -	\$ 626,408
09/01/30	\$ 200,000	\$ 357,500	\$ 557,500	\$ 39,584	\$ -	\$ 12,900	\$ -	\$ 609,984
09/01/31	\$ 225,000	\$ 344,500	\$ 569,500	\$ 40,376	\$ -	\$ -	\$ -	\$ 609,876
09/01/32	\$ 225,000	\$ 329,875	\$ 554,875	\$ 41,184	\$ -	\$ -	\$ -	\$ 596,059
09/01/33	\$ 250,000	\$ 315,250	\$ 565,250	\$ 42,007	\$ -	\$ -	\$ -	\$ 607,257
09/01/34	\$ 275,000	\$ 299,000	\$ 574,000	\$ 42,847	\$ -	\$ -	\$ -	\$ 616,847
09/01/35	\$ 275,000	\$ 281,125	\$ 556,125	\$ 43,704	\$ -	\$ -	\$ -	\$ 599,829
09/01/36	\$ 300,000	\$ 263,250	\$ 563,250	\$ 44,578	\$ -	\$ -	\$ -	\$ 607,828
09/01/37	\$ 325,000	\$ 243,750	\$ 568,750	\$ 45,470	\$ -	\$ -	\$ -	\$ 614,220
09/01/38	\$ 350,000	\$ 222,625	\$ 572,625	\$ 46,379	\$ -	\$ -	\$ -	\$ 619,004
09/01/39	\$ 375,000	\$ 199,875	\$ 574,875	\$ 47,307	\$ -	\$ -	\$ -	\$ 622,182
09/01/40	\$ 375,000	\$ 175,500	\$ 550,500	\$ 48,253	\$ -	\$ -	\$ -	\$ 598,753
09/01/41	\$ 400,000	\$ 151,125	\$ 551,125	\$ 49,218	\$ -	\$ -	\$ -	\$ 600,343
09/01/42	\$ 425,000	\$ 125,125	\$ 550,125	\$ 50,203	\$ -	\$ -	\$ -	\$ 600,328
09/01/43	\$ 475,000	\$ 97,500	\$ 572,500	\$ 51,207	\$ -	\$ -	\$ -	\$ 623,707
09/01/44	\$ 500,000	\$ 66,625	\$ 566,625	\$ 52,231	\$ -	\$ -	\$ -	\$ 618,856
09/01/45	\$ 525,000	\$ 34,125	\$ 559,125	\$ 53,275	\$ -	\$ -	\$ -	\$ -
Totals	\$ 7,275,000	\$ 9,532,250	\$ 16,807,250	\$ 1,217,042	\$ 99,375	\$ 291,000	\$ 472,875	\$ 17,329,392

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Attachment: WELLS SOUTH PID 2015 - MIA Assessment Ordinance (1352 : Wells South Ordinance

Appendix A-2 Annual Installments - Parcel No. 2122501									
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)	
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 79,764	\$ 79,764	\$ 5,060	\$ 2,454	\$ 3,681	\$ 79,764	\$ 11,196	
09/01/17	\$ 16,868	\$ 79,764	\$ 96,632	\$ 5,162	\$ 2,454	\$ 3,681	\$ -	\$ 107,929	
09/01/18	\$ 16,868	\$ 78,668	\$ 95,535	\$ 5,265	\$ 2,421	\$ 3,631	\$ -	\$ 106,852	
09/01/19	\$ 16,868	\$ 77,571	\$ 94,439	\$ 5,370	\$ 2,387	\$ 3,580	\$ -	\$ 105,776	
09/01/20	\$ 16,868	\$ 76,475	\$ 93,343	\$ 5,478	\$ 2,353	\$ 3,530	\$ -	\$ 104,703	
09/01/21	\$ 21,085	\$ 75,378	\$ 96,463	\$ 5,587	\$ 2,319	\$ 3,479	\$ -	\$ 107,849	
09/01/22	\$ 21,085	\$ 74,008	\$ 95,093	\$ 5,699	\$ 2,277	\$ 3,416	\$ -	\$ 106,484	
09/01/23	\$ 21,085	\$ 72,637	\$ 93,722	\$ 5,813	\$ 97	\$ 3,352	\$ -	\$ 102,984	
09/01/24	\$ 25,302	\$ 71,267	\$ 96,569	\$ 5,929	\$ -	\$ 3,289	\$ -	\$ 105,787	
09/01/25	\$ 25,302	\$ 69,622	\$ 94,924	\$ 6,048	\$ -	\$ 3,213	\$ -	\$ 104,185	
09/01/26	\$ 25,302	\$ 67,978	\$ 93,279	\$ 6,169	\$ -	\$ 3,137	\$ -	\$ 102,585	
09/01/27	\$ 29,519	\$ 66,333	\$ 95,852	\$ 6,292	\$ -	\$ 3,062	\$ -	\$ 105,205	
09/01/28	\$ 29,519	\$ 64,414	\$ 93,933	\$ 6,418	\$ -	\$ 2,973	\$ -	\$ 103,324	
09/01/29	\$ 33,736	\$ 62,496	\$ 96,231	\$ 6,546	\$ -	\$ 2,884	\$ -	\$ 105,662	
09/01/30	\$ 33,736	\$ 60,303	\$ 94,038	\$ 6,677	\$ -	\$ 2,176	\$ -	\$ 102,891	
09/01/31	\$ 37,953	\$ 58,110	\$ 96,063	\$ 6,811	\$ -	\$ -	\$ -	\$ 102,873	
09/01/32	\$ 37,953	\$ 55,643	\$ 93,596	\$ 6,947	\$ -	\$ -	\$ -	\$ 100,542	
09/01/33	\$ 42,170	\$ 53,176	\$ 95,346	\$ 7,086	\$ -	\$ -	\$ -	\$ 102,431	
09/01/34	\$ 46,387	\$ 50,435	\$ 96,822	\$ 7,227	\$ -	\$ -	\$ -	\$ 104,049	
09/01/35	\$ 46,387	\$ 47,420	\$ 93,807	\$ 7,372	\$ -	\$ -	\$ -	\$ 101,179	
09/01/36	\$ 50,604	\$ 44,405	\$ 95,008	\$ 7,519	\$ -	\$ -	\$ -	\$ 102,528	
09/01/37	\$ 54,821	\$ 41,115	\$ 95,936	\$ 7,670	\$ -	\$ -	\$ -	\$ 103,606	
09/01/38	\$ 59,038	\$ 37,552	\$ 96,590	\$ 7,823	\$ -	\$ -	\$ -	\$ 104,413	
09/01/39	\$ 63,255	\$ 33,715	\$ 96,969	\$ 7,980	\$ -	\$ -	\$ -	\$ 104,949	
09/01/40	\$ 63,255	\$ 29,603	\$ 92,858	\$ 8,139	\$ -	\$ -	\$ -	\$ 100,997	
09/01/41	\$ 67,472	\$ 25,492	\$ 92,963	\$ 8,302	\$ -	\$ -	\$ -	\$ 101,265	
09/01/42	\$ 71,689	\$ 21,106	\$ 92,794	\$ 8,468	\$ -	\$ -	\$ -	\$ 101,263	
09/01/43	\$ 80,122	\$ 16,446	\$ 96,569	\$ 8,637	\$ -	\$ -	\$ -	\$ 105,206	
09/01/44	\$ 84,339	\$ 11,238	\$ 95,578	\$ 8,810	\$ -	\$ -	\$ -	\$ 104,388	
09/01/45	\$ 88,556	\$ 5,756	\$ 94,313	\$ 8,986	\$ -	\$ -	\$ -	\$ -	
Totals	\$ 1,227,139	\$ 1,607,889	\$ 2,835,027	\$ 205,289	\$ 16,762	\$ 49,086	\$ 79,764	\$ 2,923,102	

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Appendix A-3 Annual Installments - Parcel No. 965735								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 78,758	\$ 78,758	\$ 4,997	\$ 2,423	\$ 3,635	\$ 78,758	\$ 11,055
09/01/17	\$ 16,655	\$ 78,758	\$ 95,413	\$ 5,096	\$ 2,423	\$ 3,635	\$ -	\$ 106,567
09/01/18	\$ 16,655	\$ 77,675	\$ 94,330	\$ 5,198	\$ 2,390	\$ 3,585	\$ -	\$ 105,503
09/01/19	\$ 16,655	\$ 76,592	\$ 93,248	\$ 5,302	\$ 2,357	\$ 3,535	\$ -	\$ 104,442
09/01/20	\$ 16,655	\$ 75,510	\$ 92,165	\$ 5,408	\$ 2,323	\$ 3,485	\$ -	\$ 103,382
09/01/21	\$ 20,819	\$ 74,427	\$ 95,246	\$ 5,517	\$ 2,290	\$ 3,435	\$ -	\$ 106,488
09/01/22	\$ 20,819	\$ 73,074	\$ 93,893	\$ 5,627	\$ 2,248	\$ 3,373	\$ -	\$ 105,141
09/01/23	\$ 20,819	\$ 71,721	\$ 92,540	\$ 5,739	\$ 96	\$ 3,310	\$ -	\$ 101,685
09/01/24	\$ 24,983	\$ 70,368	\$ 95,350	\$ 5,854	\$ -	\$ 3,248	\$ -	\$ 104,452
09/01/25	\$ 24,983	\$ 68,744	\$ 93,726	\$ 5,971	\$ -	\$ 3,173	\$ -	\$ 102,870
09/01/26	\$ 24,983	\$ 67,120	\$ 92,102	\$ 6,091	\$ -	\$ 3,098	\$ -	\$ 101,291
09/01/27	\$ 29,146	\$ 65,496	\$ 94,642	\$ 6,213	\$ -	\$ 3,023	\$ -	\$ 103,878
09/01/28	\$ 29,146	\$ 63,602	\$ 92,748	\$ 6,337	\$ -	\$ 2,935	\$ -	\$ 102,020
09/01/29	\$ 33,310	\$ 61,707	\$ 95,017	\$ 6,464	\$ -	\$ 2,848	\$ -	\$ 104,329
09/01/30	\$ 33,310	\$ 59,542	\$ 92,852	\$ 6,593	\$ -	\$ 2,149	\$ -	\$ 101,593
09/01/31	\$ 37,474	\$ 57,377	\$ 94,851	\$ 6,725	\$ -	\$ -	\$ -	\$ 101,575
09/01/32	\$ 37,474	\$ 54,941	\$ 92,415	\$ 6,859	\$ -	\$ -	\$ -	\$ 99,274
09/01/33	\$ 41,638	\$ 52,505	\$ 94,143	\$ 6,996	\$ -	\$ -	\$ -	\$ 101,139
09/01/34	\$ 45,801	\$ 49,799	\$ 95,600	\$ 7,136	\$ -	\$ -	\$ -	\$ 102,736
09/01/35	\$ 45,801	\$ 46,822	\$ 92,623	\$ 7,279	\$ -	\$ -	\$ -	\$ 99,902
09/01/36	\$ 49,965	\$ 43,844	\$ 93,810	\$ 7,425	\$ -	\$ -	\$ -	\$ 101,234
09/01/37	\$ 54,129	\$ 40,597	\$ 94,726	\$ 7,573	\$ -	\$ -	\$ -	\$ 102,299
09/01/38	\$ 58,293	\$ 37,078	\$ 95,371	\$ 7,725	\$ -	\$ -	\$ -	\$ 103,096
09/01/39	\$ 62,456	\$ 33,289	\$ 95,746	\$ 7,879	\$ -	\$ -	\$ -	\$ 103,625
09/01/40	\$ 62,456	\$ 29,230	\$ 91,686	\$ 8,037	\$ -	\$ -	\$ -	\$ 99,723
09/01/41	\$ 66,620	\$ 25,170	\$ 91,790	\$ 8,197	\$ -	\$ -	\$ -	\$ 99,988
09/01/42	\$ 70,784	\$ 20,840	\$ 91,624	\$ 8,361	\$ -	\$ -	\$ -	\$ 99,985
09/01/43	\$ 79,112	\$ 16,239	\$ 95,350	\$ 8,528	\$ -	\$ -	\$ -	\$ 103,879
09/01/44	\$ 83,275	\$ 11,096	\$ 94,372	\$ 8,699	\$ -	\$ -	\$ -	\$ 103,071
09/01/45	\$ 87,439	\$ 5,684	\$ 93,123	\$ 8,873	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,211,655	\$ 1,587,602	\$ 2,799,257	\$ 202,699	\$ 16,551	\$ 48,466	\$ 78,758	\$ 2,886,220

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Appendix A-4 Annual Installments - Parcel No. 965726								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 173,231	\$ 173,231	\$ 10,990	\$ 5,330	\$ 7,995	\$ 173,231	\$ 24,316
09/01/17	\$ 36,634	\$ 173,231	\$ 209,864	\$ 11,210	\$ 5,330	\$ 7,995	\$ -	\$ 234,400
09/01/18	\$ 36,634	\$ 170,850	\$ 207,483	\$ 11,434	\$ 5,257	\$ 7,885	\$ -	\$ 232,060
09/01/19	\$ 36,634	\$ 168,469	\$ 205,102	\$ 11,663	\$ 5,184	\$ 7,775	\$ -	\$ 229,724
09/01/20	\$ 36,634	\$ 166,087	\$ 202,721	\$ 11,896	\$ 5,110	\$ 7,666	\$ -	\$ 227,393
09/01/21	\$ 45,792	\$ 163,706	\$ 209,498	\$ 12,134	\$ 5,037	\$ 7,556	\$ -	\$ 234,225
09/01/22	\$ 45,792	\$ 160,730	\$ 206,522	\$ 12,377	\$ 4,946	\$ 7,418	\$ -	\$ 231,262
09/01/23	\$ 45,792	\$ 157,753	\$ 203,545	\$ 12,624	\$ 211	\$ 7,281	\$ -	\$ 223,661
09/01/24	\$ 54,950	\$ 154,777	\$ 209,727	\$ 12,877	\$ -	\$ 7,144	\$ -	\$ 229,747
09/01/25	\$ 54,950	\$ 151,205	\$ 206,155	\$ 13,134	\$ -	\$ 6,979	\$ -	\$ 226,268
09/01/26	\$ 54,950	\$ 147,633	\$ 202,583	\$ 13,397	\$ -	\$ 6,814	\$ -	\$ 222,794
09/01/27	\$ 64,109	\$ 144,061	\$ 208,170	\$ 13,665	\$ -	\$ 6,649	\$ -	\$ 228,484
09/01/28	\$ 64,109	\$ 139,894	\$ 204,003	\$ 13,938	\$ -	\$ 6,457	\$ -	\$ 224,398
09/01/29	\$ 73,267	\$ 135,727	\$ 208,994	\$ 14,217	\$ -	\$ 6,264	\$ -	\$ 229,476
09/01/30	\$ 73,267	\$ 130,965	\$ 204,232	\$ 14,501	\$ -	\$ 4,726	\$ -	\$ 223,459
09/01/31	\$ 82,425	\$ 126,203	\$ 208,628	\$ 14,791	\$ -	\$ -	\$ -	\$ 223,419
09/01/32	\$ 82,425	\$ 120,845	\$ 203,270	\$ 15,087	\$ -	\$ -	\$ -	\$ 218,357
09/01/33	\$ 91,584	\$ 115,487	\$ 207,071	\$ 15,389	\$ -	\$ -	\$ -	\$ 222,460
09/01/34	\$ 100,742	\$ 109,534	\$ 210,277	\$ 15,697	\$ -	\$ -	\$ -	\$ 225,973
09/01/35	\$ 100,742	\$ 102,986	\$ 203,728	\$ 16,010	\$ -	\$ -	\$ -	\$ 219,739
09/01/36	\$ 109,901	\$ 96,438	\$ 206,338	\$ 16,331	\$ -	\$ -	\$ -	\$ 222,669
09/01/37	\$ 119,059	\$ 89,294	\$ 208,353	\$ 16,657	\$ -	\$ -	\$ -	\$ 225,011
09/01/38	\$ 128,217	\$ 81,555	\$ 209,773	\$ 16,990	\$ -	\$ -	\$ -	\$ 226,763
09/01/39	\$ 137,376	\$ 73,221	\$ 210,597	\$ 17,330	\$ -	\$ -	\$ -	\$ 227,927
09/01/40	\$ 137,376	\$ 64,292	\$ 201,668	\$ 17,677	\$ -	\$ -	\$ -	\$ 219,344
09/01/41	\$ 146,534	\$ 55,362	\$ 201,897	\$ 18,030	\$ -	\$ -	\$ -	\$ 219,927
09/01/42	\$ 155,693	\$ 45,838	\$ 201,530	\$ 18,391	\$ -	\$ -	\$ -	\$ 219,921
09/01/43	\$ 174,009	\$ 35,718	\$ 209,727	\$ 18,759	\$ -	\$ -	\$ -	\$ 228,486
09/01/44	\$ 183,168	\$ 24,407	\$ 207,575	\$ 19,134	\$ -	\$ -	\$ -	\$ 226,709
09/01/45	\$ 192,326	\$ 12,501	\$ 204,827	\$ 19,517	\$ -	\$ -	\$ -	\$ -
Totals	\$ 2,665,090	\$ 3,492,001	\$ 6,157,091	\$ 445,846	\$ 36,405	\$ 106,604	\$ 173,231	\$ 6,348,370

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Attachment: WELLS SOUTH PID 2015 - MIA Assesment Ordinance (1352 : Wells South Ordinance

Appendix A-5 Annual Installments - Parcel No. 965771								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 63,266	\$ 63,266	\$ 4,014	\$ 1,947	\$ 2,920	\$ 63,266	\$ 8,880
09/01/17	\$ 13,379	\$ 63,266	\$ 76,645	\$ 4,094	\$ 1,947	\$ 2,920	\$ -	\$ 85,606
09/01/18	\$ 13,379	\$ 62,397	\$ 75,776	\$ 4,176	\$ 1,920	\$ 2,880	\$ -	\$ 84,751
09/01/19	\$ 13,379	\$ 61,527	\$ 74,906	\$ 4,259	\$ 1,893	\$ 2,840	\$ -	\$ 83,898
09/01/20	\$ 13,379	\$ 60,657	\$ 74,037	\$ 4,345	\$ 1,866	\$ 2,800	\$ -	\$ 83,047
09/01/21	\$ 16,724	\$ 59,788	\$ 76,512	\$ 4,431	\$ 1,840	\$ 2,759	\$ -	\$ 85,542
09/01/22	\$ 16,724	\$ 58,701	\$ 75,425	\$ 4,520	\$ 1,806	\$ 2,709	\$ -	\$ 84,460
09/01/23	\$ 16,724	\$ 57,614	\$ 74,338	\$ 4,611	\$ 77	\$ 2,659	\$ -	\$ 81,684
09/01/24	\$ 20,069	\$ 56,527	\$ 76,595	\$ 4,703	\$ -	\$ 2,609	\$ -	\$ 83,907
09/01/25	\$ 20,069	\$ 55,222	\$ 75,291	\$ 4,797	\$ -	\$ 2,549	\$ -	\$ 82,636
09/01/26	\$ 20,069	\$ 53,918	\$ 73,986	\$ 4,893	\$ -	\$ 2,489	\$ -	\$ 81,368
09/01/27	\$ 23,413	\$ 52,613	\$ 76,027	\$ 4,991	\$ -	\$ 2,428	\$ -	\$ 83,446
09/01/28	\$ 23,413	\$ 51,091	\$ 74,505	\$ 5,090	\$ -	\$ 2,358	\$ -	\$ 81,953
09/01/29	\$ 26,758	\$ 49,570	\$ 76,328	\$ 5,192	\$ -	\$ 2,288	\$ -	\$ 83,808
09/01/30	\$ 26,758	\$ 47,830	\$ 74,588	\$ 5,296	\$ -	\$ 1,726	\$ -	\$ 81,610
09/01/31	\$ 30,103	\$ 46,091	\$ 76,194	\$ 5,402	\$ -	\$ -	\$ -	\$ 81,596
09/01/32	\$ 30,103	\$ 44,134	\$ 74,237	\$ 5,510	\$ -	\$ -	\$ -	\$ 79,747
09/01/33	\$ 33,448	\$ 42,178	\$ 75,625	\$ 5,620	\$ -	\$ -	\$ -	\$ 81,245
09/01/34	\$ 36,792	\$ 40,003	\$ 76,796	\$ 5,733	\$ -	\$ -	\$ -	\$ 82,529
09/01/35	\$ 36,792	\$ 37,612	\$ 74,404	\$ 5,847	\$ -	\$ -	\$ -	\$ 80,252
09/01/36	\$ 40,137	\$ 35,220	\$ 75,358	\$ 5,964	\$ -	\$ -	\$ -	\$ 81,322
09/01/37	\$ 43,482	\$ 32,612	\$ 76,094	\$ 6,083	\$ -	\$ -	\$ -	\$ 82,177
09/01/38	\$ 46,827	\$ 29,785	\$ 76,612	\$ 6,205	\$ -	\$ -	\$ -	\$ 82,817
09/01/39	\$ 50,172	\$ 26,741	\$ 76,913	\$ 6,329	\$ -	\$ -	\$ -	\$ 83,242
09/01/40	\$ 50,172	\$ 23,480	\$ 73,652	\$ 6,456	\$ -	\$ -	\$ -	\$ 80,108
09/01/41	\$ 53,516	\$ 20,219	\$ 73,735	\$ 6,585	\$ -	\$ -	\$ -	\$ 80,320
09/01/42	\$ 56,861	\$ 16,741	\$ 73,602	\$ 6,717	\$ -	\$ -	\$ -	\$ 80,318
09/01/43	\$ 63,551	\$ 13,045	\$ 76,595	\$ 6,851	\$ -	\$ -	\$ -	\$ 83,446
09/01/44	\$ 66,895	\$ 8,914	\$ 75,809	\$ 6,988	\$ -	\$ -	\$ -	\$ 82,797
09/01/45	\$ 70,240	\$ 4,566	\$ 74,806	\$ 7,128	\$ -	\$ -	\$ -	\$ -
Totals	\$ 973,329	\$ 1,275,328	\$ 2,248,657	\$ 162,829	\$ 13,295	\$ 38,933	\$ 63,266	\$ 2,318,514

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Appendix A-6
Annual Installments - Parcel No. 1498472

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 73,127	\$ 73,127	\$ 4,639	\$ 2,250	\$ 3,375	\$ 73,127	\$ 10,265
09/01/17	\$ 15,464	\$ 73,127	\$ 88,592	\$ 4,732	\$ 2,250	\$ 3,375	\$ -	\$ 98,949
09/01/18	\$ 15,464	\$ 72,122	\$ 87,587	\$ 4,827	\$ 2,219	\$ 3,329	\$ -	\$ 97,961
09/01/19	\$ 15,464	\$ 71,117	\$ 86,581	\$ 4,923	\$ 2,188	\$ 3,282	\$ -	\$ 96,975
09/01/20	\$ 15,464	\$ 70,112	\$ 85,576	\$ 5,022	\$ 2,157	\$ 3,236	\$ -	\$ 95,991
09/01/21	\$ 19,331	\$ 69,107	\$ 88,437	\$ 5,122	\$ 2,126	\$ 3,190	\$ -	\$ 98,875
09/01/22	\$ 19,331	\$ 67,850	\$ 87,181	\$ 5,225	\$ 2,088	\$ 3,132	\$ -	\$ 97,625
09/01/23	\$ 19,331	\$ 66,594	\$ 85,924	\$ 5,329	\$ 89	\$ 3,074	\$ -	\$ 94,416
09/01/24	\$ 23,197	\$ 65,337	\$ 88,534	\$ 5,436	\$ -	\$ 3,016	\$ -	\$ 96,985
09/01/25	\$ 23,197	\$ 63,829	\$ 87,026	\$ 5,544	\$ -	\$ 2,946	\$ -	\$ 95,516
09/01/26	\$ 23,197	\$ 62,322	\$ 85,518	\$ 5,655	\$ -	\$ 2,876	\$ -	\$ 94,050
09/01/27	\$ 27,063	\$ 60,814	\$ 87,877	\$ 5,768	\$ -	\$ 2,807	\$ -	\$ 96,452
09/01/28	\$ 27,063	\$ 59,055	\$ 86,118	\$ 5,884	\$ -	\$ 2,726	\$ -	\$ 94,727
09/01/29	\$ 30,929	\$ 57,296	\$ 88,225	\$ 6,001	\$ -	\$ 2,644	\$ -	\$ 96,870
09/01/30	\$ 30,929	\$ 55,285	\$ 86,214	\$ 6,121	\$ -	\$ 1,995	\$ -	\$ 94,331
09/01/31	\$ 34,795	\$ 53,275	\$ 88,070	\$ 6,244	\$ -	\$ -	\$ -	\$ 94,314
09/01/32	\$ 34,795	\$ 51,013	\$ 85,808	\$ 6,369	\$ -	\$ -	\$ -	\$ 92,177
09/01/33	\$ 38,661	\$ 48,752	\$ 87,413	\$ 6,496	\$ -	\$ -	\$ -	\$ 93,909
09/01/34	\$ 42,527	\$ 46,239	\$ 88,766	\$ 6,626	\$ -	\$ -	\$ -	\$ 95,392
09/01/35	\$ 42,527	\$ 43,474	\$ 86,002	\$ 6,759	\$ -	\$ -	\$ -	\$ 92,760
09/01/36	\$ 46,393	\$ 40,710	\$ 87,103	\$ 6,894	\$ -	\$ -	\$ -	\$ 93,997
09/01/37	\$ 50,259	\$ 37,695	\$ 87,954	\$ 7,032	\$ -	\$ -	\$ -	\$ 94,986
09/01/38	\$ 54,125	\$ 34,428	\$ 88,553	\$ 7,172	\$ -	\$ -	\$ -	\$ 95,725
09/01/39	\$ 57,992	\$ 30,910	\$ 88,901	\$ 7,316	\$ -	\$ -	\$ -	\$ 96,217
09/01/40	\$ 57,992	\$ 27,140	\$ 85,132	\$ 7,462	\$ -	\$ -	\$ -	\$ 92,594
09/01/41	\$ 61,858	\$ 23,371	\$ 85,228	\$ 7,611	\$ -	\$ -	\$ -	\$ 92,840
09/01/42	\$ 65,724	\$ 19,350	\$ 85,074	\$ 7,764	\$ -	\$ -	\$ -	\$ 92,837
09/01/43	\$ 73,456	\$ 15,078	\$ 88,534	\$ 7,919	\$ -	\$ -	\$ -	\$ 96,453
09/01/44	\$ 77,322	\$ 10,303	\$ 87,625	\$ 8,077	\$ -	\$ -	\$ -	\$ 95,702
09/01/45	\$ 81,188	\$ 5,277	\$ 86,465	\$ 8,239	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,125,037	\$ 1,474,108	\$ 2,599,145	\$ 188,209	\$ 15,368	\$ 45,001	\$ 73,127	\$ 2,679,891

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Attachment: WELLS SOUTH PID 2015 - MIA Assesment Ordinance (1352 : Wells South Ordinance

Appendix A-7
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 4,729	\$ 4,729	\$ 300	\$ 146	\$ 218	\$ 4,729	\$ 664
09/01/17	\$ 1,000	\$ 4,729	\$ 5,729	\$ 306	\$ 146	\$ 218	\$ -	\$ 6,399
09/01/18	\$ 1,000	\$ 4,664	\$ 5,664	\$ 312	\$ 144	\$ 215	\$ -	\$ 6,335
09/01/19	\$ 1,000	\$ 4,599	\$ 5,599	\$ 318	\$ 142	\$ 212	\$ -	\$ 6,271
09/01/20	\$ 1,000	\$ 4,534	\$ 5,534	\$ 325	\$ 140	\$ 209	\$ -	\$ 6,207
09/01/21	\$ 1,250	\$ 4,469	\$ 5,719	\$ 331	\$ 138	\$ 206	\$ -	\$ 6,394
09/01/22	\$ 1,250	\$ 4,388	\$ 5,638	\$ 338	\$ 135	\$ 203	\$ -	\$ 6,313
09/01/23	\$ 1,250	\$ 4,306	\$ 5,556	\$ 345	\$ 6	\$ 199	\$ -	\$ 6,105
09/01/24	\$ 1,500	\$ 4,225	\$ 5,725	\$ 351	\$ -	\$ 195	\$ -	\$ 6,271
09/01/25	\$ 1,500	\$ 4,128	\$ 5,628	\$ 359	\$ -	\$ 191	\$ -	\$ 6,177
09/01/26	\$ 1,500	\$ 4,030	\$ 5,530	\$ 366	\$ -	\$ 186	\$ -	\$ 6,082
09/01/27	\$ 1,750	\$ 3,933	\$ 5,683	\$ 373	\$ -	\$ 182	\$ -	\$ 6,237
09/01/28	\$ 1,750	\$ 3,819	\$ 5,569	\$ 380	\$ -	\$ 176	\$ -	\$ 6,125
09/01/29	\$ 2,000	\$ 3,705	\$ 5,705	\$ 388	\$ -	\$ 171	\$ -	\$ 6,264
09/01/30	\$ 2,000	\$ 3,575	\$ 5,575	\$ 396	\$ -	\$ 129	\$ -	\$ 6,100
09/01/31	\$ 2,250	\$ 3,445	\$ 5,695	\$ 404	\$ -	\$ -	\$ -	\$ 6,099
09/01/32	\$ 2,250	\$ 3,299	\$ 5,549	\$ 412	\$ -	\$ -	\$ -	\$ 5,961
09/01/33	\$ 2,500	\$ 3,153	\$ 5,653	\$ 420	\$ -	\$ -	\$ -	\$ 6,073
09/01/34	\$ 2,750	\$ 2,990	\$ 5,740	\$ 428	\$ -	\$ -	\$ -	\$ 6,168
09/01/35	\$ 2,750	\$ 2,811	\$ 5,561	\$ 437	\$ -	\$ -	\$ -	\$ 5,998
09/01/36	\$ 3,000	\$ 2,633	\$ 5,633	\$ 446	\$ -	\$ -	\$ -	\$ 6,078
09/01/37	\$ 3,250	\$ 2,438	\$ 5,688	\$ 455	\$ -	\$ -	\$ -	\$ 6,142
09/01/38	\$ 3,500	\$ 2,226	\$ 5,726	\$ 464	\$ -	\$ -	\$ -	\$ 6,190
09/01/39	\$ 3,750	\$ 1,999	\$ 5,749	\$ 473	\$ -	\$ -	\$ -	\$ 6,222
09/01/40	\$ 3,750	\$ 1,755	\$ 5,505	\$ 483	\$ -	\$ -	\$ -	\$ 5,988
09/01/41	\$ 4,000	\$ 1,511	\$ 5,511	\$ 492	\$ -	\$ -	\$ -	\$ 6,003
09/01/42	\$ 4,250	\$ 1,251	\$ 5,501	\$ 502	\$ -	\$ -	\$ -	\$ 6,003
09/01/43	\$ 4,750	\$ 975	\$ 5,725	\$ 512	\$ -	\$ -	\$ -	\$ 6,237
09/01/44	\$ 5,000	\$ 666	\$ 5,666	\$ 522	\$ -	\$ -	\$ -	\$ 6,189
09/01/45	\$ 5,250	\$ 341	\$ 5,591	\$ 533	\$ -	\$ -	\$ -	\$ -
Totals	\$ 72,750	\$ 95,323	\$ 168,073	\$ 12,170	\$ 994	\$ 2,910	\$ 4,729	\$ 173,294

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Attachment: WELLS SOUTH PID 2015 - MIA Assessment Ordinance (1352 : Wells South Ordinance

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

Appendix B Special Assessment by Parcel				
Parcel	Owner	Estimated Assessable Units	PID Bond Special Assessment	
2122501	Hillwood Communities	209	\$	4,226,319
965735	Hillwood Communities	81	\$	1,441,431
HOA	Hillwood Communities	-	\$	57,250
Totals		290	\$	5,725,000
Note: Preliminary and subject to change				

Exhibit A

Appendix B-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 343,500	\$ 343,500	\$ 30,000	\$ 11,450	\$ 17,175	\$ 343,500	\$ 58,625
09/01/17	\$ 75,000	\$ 343,500	\$ 418,500	\$ 30,600	\$ 11,450	\$ 17,175	\$ -	\$ 477,725
09/01/18	\$ 75,000	\$ 339,000	\$ 414,000	\$ 31,212	\$ 11,300	\$ 16,950	\$ -	\$ 473,462
09/01/19	\$ 100,000	\$ 334,500	\$ 434,500	\$ 31,836	\$ 11,150	\$ 16,725	\$ -	\$ 494,211
09/01/20	\$ 100,000	\$ 328,500	\$ 428,500	\$ 32,473	\$ 10,950	\$ 16,425	\$ -	\$ 488,348
09/01/21	\$ 100,000	\$ 322,500	\$ 422,500	\$ 33,122	\$ 10,750	\$ 16,125	\$ -	\$ 482,497
09/01/22	\$ 100,000	\$ 316,500	\$ 416,500	\$ 33,785	\$ 10,550	\$ 15,825	\$ -	\$ 476,660
09/01/23	\$ 100,000	\$ 310,500	\$ 410,500	\$ 34,461	\$ 25	\$ 15,525	\$ -	\$ 460,511
09/01/24	\$ 125,000	\$ 304,500	\$ 429,500	\$ 35,150	\$ -	\$ 15,225	\$ -	\$ 479,875
09/01/25	\$ 125,000	\$ 297,000	\$ 422,000	\$ 35,853	\$ -	\$ 14,850	\$ -	\$ 472,703
09/01/26	\$ 125,000	\$ 289,500	\$ 414,500	\$ 36,570	\$ -	\$ 14,475	\$ -	\$ 465,545
09/01/27	\$ 150,000	\$ 282,000	\$ 432,000	\$ 37,301	\$ -	\$ 14,100	\$ -	\$ 483,401
09/01/28	\$ 150,000	\$ 273,000	\$ 423,000	\$ 38,047	\$ -	\$ 13,650	\$ -	\$ 474,697
09/01/29	\$ 150,000	\$ 264,000	\$ 414,000	\$ 38,808	\$ -	\$ 13,200	\$ -	\$ 466,008
09/01/30	\$ 175,000	\$ 255,000	\$ 430,000	\$ 39,584	\$ -	\$ 11,575	\$ -	\$ 481,159
09/01/31	\$ 175,000	\$ 244,500	\$ 419,500	\$ 40,376	\$ -	\$ -	\$ -	\$ 459,876
09/01/32	\$ 175,000	\$ 234,000	\$ 409,000	\$ 41,184	\$ -	\$ -	\$ -	\$ 450,184
09/01/33	\$ 200,000	\$ 223,500	\$ 423,500	\$ 42,007	\$ -	\$ -	\$ -	\$ 465,507
09/01/34	\$ 200,000	\$ 211,500	\$ 411,500	\$ 42,847	\$ -	\$ -	\$ -	\$ 454,347
09/01/35	\$ 225,000	\$ 199,500	\$ 424,500	\$ 43,704	\$ -	\$ -	\$ -	\$ 468,204
09/01/36	\$ 225,000	\$ 186,000	\$ 411,000	\$ 44,578	\$ -	\$ -	\$ -	\$ 455,578
09/01/37	\$ 250,000	\$ 172,500	\$ 422,500	\$ 45,470	\$ -	\$ -	\$ -	\$ 467,970
09/01/38	\$ 275,000	\$ 157,500	\$ 432,500	\$ 46,379	\$ -	\$ -	\$ -	\$ 478,879
09/01/39	\$ 275,000	\$ 141,000	\$ 416,000	\$ 47,307	\$ -	\$ -	\$ -	\$ 463,307
09/01/40	\$ 300,000	\$ 124,500	\$ 424,500	\$ 48,253	\$ -	\$ -	\$ -	\$ 472,753
09/01/41	\$ 325,000	\$ 106,500	\$ 431,500	\$ 49,218	\$ -	\$ -	\$ -	\$ 480,718
09/01/42	\$ 325,000	\$ 87,000	\$ 412,000	\$ 50,203	\$ -	\$ -	\$ -	\$ 462,203
09/01/43	\$ 350,000	\$ 67,500	\$ 417,500	\$ 51,207	\$ -	\$ -	\$ -	\$ 468,707
09/01/44	\$ 375,000	\$ 46,500	\$ 421,500	\$ 52,231	\$ -	\$ -	\$ -	\$ 473,731
09/01/45	\$ 400,000	\$ 24,000	\$ 424,000	\$ 53,275	\$ -	\$ -	\$ -	\$ -
Totals	\$ 5,725,000	\$ 6,829,500	\$ 12,554,500	\$ 1,217,042	\$ 77,625	\$ 229,000	\$ 343,500	\$ 13,257,392

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Appendix B-2 Annual Installments - Parcel No. 2122501								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 253,579	\$ 253,579	\$ 22,147	\$ 8,453	\$ 12,679	\$ 253,579	\$ 43,278
09/01/17	\$ 55,367	\$ 253,579	\$ 308,946	\$ 22,590	\$ 8,453	\$ 12,679	\$ -	\$ 352,667
09/01/18	\$ 55,367	\$ 250,257	\$ 305,624	\$ 23,041	\$ 8,342	\$ 12,513	\$ -	\$ 349,520
09/01/19	\$ 73,822	\$ 246,935	\$ 320,757	\$ 23,502	\$ 8,231	\$ 12,347	\$ -	\$ 364,837
09/01/20	\$ 73,822	\$ 242,506	\$ 316,328	\$ 23,972	\$ 8,084	\$ 12,125	\$ -	\$ 360,509
09/01/21	\$ 73,822	\$ 238,076	\$ 311,899	\$ 24,452	\$ 7,936	\$ 11,904	\$ -	\$ 356,190
09/01/22	\$ 73,822	\$ 233,647	\$ 307,469	\$ 24,941	\$ 7,788	\$ 11,682	\$ -	\$ 351,881
09/01/23	\$ 73,822	\$ 229,218	\$ 303,040	\$ 25,440	\$ 18	\$ 11,461	\$ -	\$ 339,959
09/01/24	\$ 92,278	\$ 224,788	\$ 317,066	\$ 25,948	\$ -	\$ 11,239	\$ -	\$ 354,254
09/01/25	\$ 92,278	\$ 219,252	\$ 311,530	\$ 26,467	\$ -	\$ 10,963	\$ -	\$ 348,959
09/01/26	\$ 92,278	\$ 213,715	\$ 305,993	\$ 26,997	\$ -	\$ 10,686	\$ -	\$ 343,675
09/01/27	\$ 110,733	\$ 208,179	\$ 318,912	\$ 27,537	\$ -	\$ 10,409	\$ -	\$ 356,857
09/01/28	\$ 110,733	\$ 201,535	\$ 312,268	\$ 28,087	\$ -	\$ 10,077	\$ -	\$ 350,432
09/01/29	\$ 110,733	\$ 194,891	\$ 305,624	\$ 28,649	\$ -	\$ 9,745	\$ -	\$ 344,017
09/01/30	\$ 129,189	\$ 188,247	\$ 317,435	\$ 29,222	\$ -	\$ 8,545	\$ -	\$ 355,202
09/01/31	\$ 129,189	\$ 180,495	\$ 309,684	\$ 29,806	\$ -	\$ -	\$ -	\$ 339,490
09/01/32	\$ 129,189	\$ 172,744	\$ 301,933	\$ 30,403	\$ -	\$ -	\$ -	\$ 332,335
09/01/33	\$ 147,644	\$ 164,993	\$ 312,637	\$ 31,011	\$ -	\$ -	\$ -	\$ 343,648
09/01/34	\$ 147,644	\$ 156,134	\$ 303,778	\$ 31,631	\$ -	\$ -	\$ -	\$ 335,409
09/01/35	\$ 166,100	\$ 147,275	\$ 313,375	\$ 32,263	\$ -	\$ -	\$ -	\$ 345,639
09/01/36	\$ 166,100	\$ 137,309	\$ 303,409	\$ 32,909	\$ -	\$ -	\$ -	\$ 336,318
09/01/37	\$ 184,555	\$ 127,343	\$ 311,899	\$ 33,567	\$ -	\$ -	\$ -	\$ 345,466
09/01/38	\$ 203,011	\$ 116,270	\$ 319,281	\$ 34,238	\$ -	\$ -	\$ -	\$ 353,519
09/01/39	\$ 203,011	\$ 104,089	\$ 307,100	\$ 34,923	\$ -	\$ -	\$ -	\$ 342,023
09/01/40	\$ 221,467	\$ 91,909	\$ 313,375	\$ 35,621	\$ -	\$ -	\$ -	\$ 348,997
09/01/41	\$ 239,922	\$ 78,621	\$ 318,543	\$ 36,334	\$ -	\$ -	\$ -	\$ 354,877
09/01/42	\$ 239,922	\$ 64,225	\$ 304,147	\$ 37,061	\$ -	\$ -	\$ -	\$ 341,208
09/01/43	\$ 258,378	\$ 49,830	\$ 308,208	\$ 37,802	\$ -	\$ -	\$ -	\$ 346,009
09/01/44	\$ 276,833	\$ 34,327	\$ 311,160	\$ 38,558	\$ -	\$ -	\$ -	\$ 349,718
09/01/45	\$ 295,289	\$ 17,717	\$ 313,006	\$ 39,329	\$ -	\$ -	\$ -	\$ -
Totals	\$ 4,226,319	\$ 5,041,685	\$ 9,268,004	\$ 898,447	\$ 57,304	\$ 169,053	\$ 253,579	\$ 9,786,894

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Appendix B-3
Annual Installments - Parcel No. 965735

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 86,486	\$ 86,486	\$ 7,553	\$ 2,883	\$ 4,324	\$ 86,486	\$ 14,761
09/01/17	\$ 18,883	\$ 86,486	\$ 105,369	\$ 7,704	\$ 2,883	\$ 4,324	\$ -	\$ 120,281
09/01/18	\$ 18,883	\$ 85,353	\$ 104,236	\$ 7,859	\$ 2,845	\$ 4,268	\$ -	\$ 119,207
09/01/19	\$ 25,178	\$ 84,220	\$ 109,398	\$ 8,016	\$ 2,807	\$ 4,211	\$ -	\$ 124,432
09/01/20	\$ 25,178	\$ 82,709	\$ 107,887	\$ 8,176	\$ 2,757	\$ 4,135	\$ -	\$ 122,955
09/01/21	\$ 25,178	\$ 81,199	\$ 106,376	\$ 8,340	\$ 2,707	\$ 4,060	\$ -	\$ 121,482
09/01/22	\$ 25,178	\$ 79,688	\$ 104,866	\$ 8,506	\$ 2,656	\$ 3,984	\$ -	\$ 120,013
09/01/23	\$ 25,178	\$ 78,177	\$ 103,355	\$ 8,676	\$ 6	\$ 3,909	\$ -	\$ 115,947
09/01/24	\$ 31,472	\$ 76,667	\$ 108,139	\$ 8,850	\$ -	\$ 3,833	\$ -	\$ 120,822
09/01/25	\$ 31,472	\$ 74,778	\$ 106,250	\$ 9,027	\$ -	\$ 3,739	\$ -	\$ 119,016
09/01/26	\$ 31,472	\$ 72,890	\$ 104,362	\$ 9,207	\$ -	\$ 3,644	\$ -	\$ 117,214
09/01/27	\$ 37,767	\$ 71,001	\$ 108,768	\$ 9,392	\$ -	\$ 3,550	\$ -	\$ 121,710
09/01/28	\$ 37,767	\$ 68,735	\$ 106,502	\$ 9,579	\$ -	\$ 3,437	\$ -	\$ 119,518
09/01/29	\$ 37,767	\$ 66,469	\$ 104,236	\$ 9,771	\$ -	\$ 3,323	\$ -	\$ 117,331
09/01/30	\$ 44,061	\$ 64,203	\$ 108,265	\$ 9,966	\$ -	\$ 2,914	\$ -	\$ 121,146
09/01/31	\$ 44,061	\$ 61,560	\$ 105,621	\$ 10,166	\$ -	\$ -	\$ -	\$ 115,787
09/01/32	\$ 44,061	\$ 58,916	\$ 102,977	\$ 10,369	\$ -	\$ -	\$ -	\$ 113,346
09/01/33	\$ 50,356	\$ 56,272	\$ 106,628	\$ 10,577	\$ -	\$ -	\$ -	\$ 117,205
09/01/34	\$ 50,356	\$ 53,251	\$ 103,607	\$ 10,788	\$ -	\$ -	\$ -	\$ 114,395
09/01/35	\$ 56,650	\$ 50,230	\$ 106,880	\$ 11,004	\$ -	\$ -	\$ -	\$ 117,884
09/01/36	\$ 56,650	\$ 46,831	\$ 103,481	\$ 11,224	\$ -	\$ -	\$ -	\$ 114,705
09/01/37	\$ 62,945	\$ 43,432	\$ 106,376	\$ 11,448	\$ -	\$ -	\$ -	\$ 117,825
09/01/38	\$ 69,239	\$ 39,655	\$ 108,894	\$ 11,677	\$ -	\$ -	\$ -	\$ 120,571
09/01/39	\$ 69,239	\$ 35,501	\$ 104,740	\$ 11,911	\$ -	\$ -	\$ -	\$ 116,651
09/01/40	\$ 75,533	\$ 31,346	\$ 106,880	\$ 12,149	\$ -	\$ -	\$ -	\$ 119,029
09/01/41	\$ 81,828	\$ 26,814	\$ 108,642	\$ 12,392	\$ -	\$ -	\$ -	\$ 121,034
09/01/42	\$ 81,828	\$ 21,905	\$ 103,733	\$ 12,640	\$ -	\$ -	\$ -	\$ 116,373
09/01/43	\$ 88,122	\$ 16,995	\$ 105,117	\$ 12,893	\$ -	\$ -	\$ -	\$ 118,010
09/01/44	\$ 94,417	\$ 11,708	\$ 106,125	\$ 13,151	\$ -	\$ -	\$ -	\$ 119,275
09/01/45	\$ 100,711	\$ 6,043	\$ 106,754	\$ 13,414	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,441,431	\$ 1,719,520	\$ 3,160,951	\$ 306,425	\$ 19,544	\$ 57,657	\$ 86,486	\$ 3,337,924

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Attachment: WELLS SOUTH PID 2015 - MIA Assessment Ordinance (1352 : Wells South Ordinance

Appendix B-4
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 3,435	\$ 3,435	\$ 300	\$ 115	\$ 172	\$ 3,435	\$ 586
09/01/17	\$ 750	\$ 3,435	\$ 4,185	\$ 306	\$ 115	\$ 172	\$ -	\$ 4,777
09/01/18	\$ 750	\$ 3,390	\$ 4,140	\$ 312	\$ 113	\$ 170	\$ -	\$ 4,735
09/01/19	\$ 1,000	\$ 3,345	\$ 4,345	\$ 318	\$ 112	\$ 167	\$ -	\$ 4,942
09/01/20	\$ 1,000	\$ 3,285	\$ 4,285	\$ 325	\$ 110	\$ 164	\$ -	\$ 4,883
09/01/21	\$ 1,000	\$ 3,225	\$ 4,225	\$ 331	\$ 108	\$ 161	\$ -	\$ 4,825
09/01/22	\$ 1,000	\$ 3,165	\$ 4,165	\$ 338	\$ 106	\$ 158	\$ -	\$ 4,767
09/01/23	\$ 1,000	\$ 3,105	\$ 4,105	\$ 345	\$ 0	\$ 155	\$ -	\$ 4,605
09/01/24	\$ 1,250	\$ 3,045	\$ 4,295	\$ 351	\$ -	\$ 152	\$ -	\$ 4,799
09/01/25	\$ 1,250	\$ 2,970	\$ 4,220	\$ 359	\$ -	\$ 149	\$ -	\$ 4,727
09/01/26	\$ 1,250	\$ 2,895	\$ 4,145	\$ 366	\$ -	\$ 145	\$ -	\$ 4,655
09/01/27	\$ 1,500	\$ 2,820	\$ 4,320	\$ 373	\$ -	\$ 141	\$ -	\$ 4,834
09/01/28	\$ 1,500	\$ 2,730	\$ 4,230	\$ 380	\$ -	\$ 137	\$ -	\$ 4,747
09/01/29	\$ 1,500	\$ 2,640	\$ 4,140	\$ 388	\$ -	\$ 132	\$ -	\$ 4,660
09/01/30	\$ 1,750	\$ 2,550	\$ 4,300	\$ 396	\$ -	\$ 116	\$ -	\$ 4,812
09/01/31	\$ 1,750	\$ 2,445	\$ 4,195	\$ 404	\$ -	\$ -	\$ -	\$ 4,599
09/01/32	\$ 1,750	\$ 2,340	\$ 4,090	\$ 412	\$ -	\$ -	\$ -	\$ 4,502
09/01/33	\$ 2,000	\$ 2,235	\$ 4,235	\$ 420	\$ -	\$ -	\$ -	\$ 4,655
09/01/34	\$ 2,000	\$ 2,115	\$ 4,115	\$ 428	\$ -	\$ -	\$ -	\$ 4,543
09/01/35	\$ 2,250	\$ 1,995	\$ 4,245	\$ 437	\$ -	\$ -	\$ -	\$ 4,682
09/01/36	\$ 2,250	\$ 1,860	\$ 4,110	\$ 446	\$ -	\$ -	\$ -	\$ 4,556
09/01/37	\$ 2,500	\$ 1,725	\$ 4,225	\$ 455	\$ -	\$ -	\$ -	\$ 4,680
09/01/38	\$ 2,750	\$ 1,575	\$ 4,325	\$ 464	\$ -	\$ -	\$ -	\$ 4,789
09/01/39	\$ 2,750	\$ 1,410	\$ 4,160	\$ 473	\$ -	\$ -	\$ -	\$ 4,633
09/01/40	\$ 3,000	\$ 1,245	\$ 4,245	\$ 483	\$ -	\$ -	\$ -	\$ 4,728
09/01/41	\$ 3,250	\$ 1,065	\$ 4,315	\$ 492	\$ -	\$ -	\$ -	\$ 4,807
09/01/42	\$ 3,250	\$ 870	\$ 4,120	\$ 502	\$ -	\$ -	\$ -	\$ 4,622
09/01/43	\$ 3,500	\$ 675	\$ 4,175	\$ 512	\$ -	\$ -	\$ -	\$ 4,687
09/01/44	\$ 3,750	\$ 465	\$ 4,215	\$ 522	\$ -	\$ -	\$ -	\$ 4,737
09/01/45	\$ 4,000	\$ 240	\$ 4,240	\$ 533	\$ -	\$ -	\$ -	\$ -
Totals	\$ 57,250	\$ 68,295	\$ 125,545	\$ 12,170	\$ 776	\$ 2,290	\$ 3,435	\$ 132,574

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Exhibit A

Attachment: WELLS SOUTH PID 2015 - MIA Assessment Ordinance (1352 : Wells South Ordinance

Appendix C

City Contributed Major Improvement Assessment Roll

Appendix C Special Assessment by Area			
Area	Area % Share of Special Assessment	Special Assessment	
MIA	77%	\$	1,622,589
NIA#1	23%	\$	497,411
Totals	100%	\$	2,120,000
Note: Preliminary and subject to change			

Exhibit A

Appendix C-1
Annual Installments - All Areas

Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 85,791	\$ 85,791
09/30/17	\$ -	\$ 102,552	\$ 102,552
09/30/18	\$ 80,000	\$ 90,483	\$ 170,483
09/30/19	\$ 85,000	\$ 88,520	\$ 173,520
09/30/20	\$ 85,000	\$ 86,189	\$ 171,189
09/30/21	\$ 90,000	\$ 83,617	\$ 173,617
09/30/22	\$ 100,000	\$ 80,603	\$ 180,603
09/30/23	\$ 100,000	\$ 77,001	\$ 177,001
09/30/24	\$ 105,000	\$ 73,188	\$ 178,188
09/30/25	\$ 110,000	\$ 69,047	\$ 179,047
09/30/26	\$ 115,000	\$ 64,539	\$ 179,539
09/30/27	\$ 115,000	\$ 59,637	\$ 174,637
09/30/28	\$ 120,000	\$ 54,506	\$ 174,506
09/30/29	\$ 125,000	\$ 49,018	\$ 174,018
09/30/30	\$ 130,000	\$ 43,213	\$ 173,213
09/30/31	\$ 140,000	\$ 37,116	\$ 177,116
09/30/32	\$ 145,000	\$ 30,458	\$ 175,458
09/30/33	\$ 150,000	\$ 23,470	\$ 173,470
09/30/34	\$ 155,000	\$ 16,130	\$ 171,130
09/30/35	\$ 170,000	\$ 8,469	\$ 178,469
Totals	\$ 2,120,000	\$ 1,223,543	\$ 3,343,543

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix C-2
Annual Installments - MIA

Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 65,662	\$ 65,662
09/30/17	\$ -	\$ 78,490	\$ 78,490
09/30/18	\$ 61,230	\$ 69,253	\$ 130,483
09/30/19	\$ 65,057	\$ 67,750	\$ 132,807
09/30/20	\$ 65,057	\$ 65,966	\$ 131,023
09/30/21	\$ 68,883	\$ 63,998	\$ 132,882
09/30/22	\$ 76,537	\$ 61,691	\$ 138,229
09/30/23	\$ 76,537	\$ 58,934	\$ 135,472
09/30/24	\$ 80,364	\$ 56,016	\$ 136,380
09/30/25	\$ 84,191	\$ 52,847	\$ 137,038
09/30/26	\$ 88,018	\$ 49,396	\$ 137,414
09/30/27	\$ 88,018	\$ 45,645	\$ 133,662
09/30/28	\$ 91,845	\$ 41,717	\$ 133,562
09/30/29	\$ 95,672	\$ 37,517	\$ 133,188
09/30/30	\$ 99,498	\$ 33,074	\$ 132,572
09/30/31	\$ 107,152	\$ 28,407	\$ 135,559
09/30/32	\$ 110,979	\$ 23,311	\$ 134,290
09/30/33	\$ 114,806	\$ 17,963	\$ 132,769
09/30/34	\$ 118,633	\$ 12,345	\$ 130,978
09/30/35	\$ 130,113	\$ 6,482	\$ 136,595
Totals	\$ 1,622,589	\$ 936,466	\$ 2,559,055

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix C-3
Annual Installments - NIA

Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 20,129	\$ 20,129
09/30/17	\$ -	\$ 24,061	\$ 24,061
09/30/18	\$ 18,770	\$ 21,230	\$ 40,000
09/30/19	\$ 19,943	\$ 20,769	\$ 40,713
09/30/20	\$ 19,943	\$ 20,222	\$ 40,166
09/30/21	\$ 21,117	\$ 19,619	\$ 40,735
09/30/22	\$ 23,463	\$ 18,912	\$ 42,374
09/30/23	\$ 23,463	\$ 18,067	\$ 41,529
09/30/24	\$ 24,636	\$ 17,172	\$ 41,808
09/30/25	\$ 25,809	\$ 16,200	\$ 42,009
09/30/26	\$ 26,982	\$ 15,143	\$ 42,125
09/30/27	\$ 26,982	\$ 13,993	\$ 40,975
09/30/28	\$ 28,155	\$ 12,789	\$ 40,944
09/30/29	\$ 29,328	\$ 11,501	\$ 40,829
09/30/30	\$ 30,502	\$ 10,139	\$ 40,640
09/30/31	\$ 32,848	\$ 8,708	\$ 41,556
09/30/32	\$ 34,021	\$ 7,146	\$ 41,167
09/30/33	\$ 35,194	\$ 5,507	\$ 40,701
09/30/34	\$ 36,367	\$ 3,785	\$ 40,152
09/30/35	\$ 39,887	\$ 1,987	\$ 41,874
Totals	\$ 497,411	\$ 287,077	\$ 784,488

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix D

Legal Descriptions for Parcels within PID

400 Acres

BEING a tract of land situated in the William Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, being all of three tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695, 2005-005698 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of the centerline of County Road No. 84, and County Road No. 83, said point being the northwest corner of said The George White Family, as recorded in County Clerk's File No. 2005-005698;

THENCE North 89 degrees 09 minutes 29 seconds East, along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 1387.45 feet to a PK nail found for corner at the intersection of the centerline of said County Road No. 84 and County Road No. 86;

THENCE North 89 degrees 05 minutes 03 seconds East, along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner;

THENCE North 89 degrees 04 minutes 33 seconds East, along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap found for corner;

THENCE along the approximate centerline of County Road No. 84, the following courses and distances:

South 00 degrees 08 minutes 06 seconds East, a distance of 3039.07 feet to a PK nail found for corner;

South 00 degrees 07 minutes 47 seconds East, a distance of 2245.96 feet to a PK nail found 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 degrees 46 minutes 00 seconds 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 degrees 46 minutes 00 seconds West, a distance of 2338.62 feet to a 5/8" iron rod with "KHA" cap found at a re-entrant corner;

North 00 degrees 14 minutes 00 seconds West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap found at a re-entrant corner;

South 89 degrees 46 minutes 00 seconds West, a distance of 878.58 feet to a 5/8" iron rod with "KHA" cap found 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 degrees 38 minutes 30 seconds West, along said right-of-way corner clip, a distance of 128.18 feet to a 5/8" iron rod with "KHA" cap found for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89 degrees 46 minutes 00 seconds West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet to a PK nail found for corner in the approximate centerline of County Road No. 83;

THENCE North 00 degrees 57 minutes 08 seconds West, departing the north right-of-way line of F.M. 1461, along the west line of the George White Family tract and in the approximate centerline of County Road No. 83, a distance of 3170.10 feet to a 1" iron rod found for corner at the most westerly northwest corner of the George White Family tract as recorded in No. 2005-5695;

THENCE North 89 degrees 11 minutes 16 seconds East, along the north line of the George White Family tract, a distance of 197.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of the George White Family tract as recorded in No. 2005-5698;

THENCE along the west line of the last mentioned George White Family tract, the following courses and distances:

North 01 degrees 09 minutes 33 seconds West, a distance of 1044.51 feet to a PK nail found at an angle point;

North 01 degrees 10 minutes 48 seconds West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.523 acres 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 E

Parcel Map



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 November 10, 2015 at 6:00 p.m. at 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 Wells South Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The proposed Authorized Improvements to be undertaken at this time ("Major Improvements and the Neighborhood Improvement Area #1 Improvements") include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the creation of the District.

The total costs of the Major Improvements and the Neighborhood Improvement Area #1 Improvements, including the costs of creating the District and issuing the bonds, is **[\$15,009,000]**. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional **[\$27,441,000]**.

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 assessment within the District will be considered at the public hearing.

A copy of the Major Improvement Area Assessment Roll relating to the Major Improvements, the City Contributed Major Improvement Assessment Roll relating to the City Contributed Major Improvements, and the Neighborhood Improvement Area #1 Assessment Roll relating to the portion of the Major Improvements allocated to Neighborhood Improvement Area #1 and Neighborhood Improvement Area #1 Improvements (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against each parcel in the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Ordinance approving the Service and Assessment Plan (SAP) for the Wells South Public Improvement District (PID) Neighborhood Improvement Area #1

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Neighborhood Improvement Area #1 Assessment Roll for Wells South Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Neighborhood Improvement Area #1 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Neighborhood Improvement Area #1 assessments, and providing penalties and interest on delinquent assessments. (Wells South NIA #1) (Liebman)

Background Information:

The proposed ordinance:

- Adopts the Service and Assessment Plan (SAP) for the Wells South Neighborhood Improvement Area #1 and levies assessments against the property based on the assessment roll contained in the SAP;
- Makes a finding that the proposed improvements confer a Special Benefit on the property in the Neighborhood Improvement Area #1; and
- Creates a lien against the property in the Neighborhood Improvement Area #1 for the assessments and provides a method of determining the assessments on each property and a method of payment of assessments.

Public Notice:

N/A

Legal Review:

The City's land use counsel has prepared the proposed ordinance.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL FOR WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #1 SPECIAL 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 May 21, 2015, 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 extraterritorial jurisdiction 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 July 14, 2015, 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. 2015-34R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wells South Public Improvement District (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 October 27, 2015, the Council adopted a resolution approving the preliminary service and assessment plan, including proposed assessment rolls; calling for a

public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #1 of the District (the "Neighborhood Improvement Area #1 Special Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment rolls and make such rolls available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #1 Special Assessments against the property within 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 October 28, 2015, the City Secretary filed the Major 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 October 30, 2015 in *The Celina Record*, a newspaper of general circulation in the City and in the extraterritorial jurisdiction in which the improvements are to be undertaken; 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 address of the owners of the property liable for the Neighborhood Improvement Area #1 Special Assessments; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on November 10, 2015 and then recessed and continued it to December 7, 2015, 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 Neighborhood Improvement Area #1 Assessment Roll, and the proposed Neighborhood Improvement Area #1 Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #1 Special Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of all property to be assessed within the District (the "Major Improvements"), the purposes of the Neighborhood Improvement Area #1 Special Assessments, the special benefits of the Neighborhood Improvement Area #1 Special Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #1 Special Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #1 Assessment Roll and the Wells South Public Improvement District Service and Assessment Plan, dated December 7, 2015 in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney prior to execution (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #1 Special Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Neighborhood Improvement Area #1 Assessment Roll attached thereto as Appendix A (the "Neighborhood Improvement Area #1 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan (the "Public Improvements"), which Public Improvements include the Major Improvements, the Neighborhood Improvement Area #1 Assessment Roll, and the levy of the Neighborhood Improvement Area #1 Special Assessments; and

WHEREAS, prior to the issuance of bonds secured by the Neighborhood Improvement Area #1 Special Assessments, the owners (the "Landowners" or the "Assessed Parties"), or their representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Ordinance, appeared at the public hearing and stated they approve and accept the Service and Assessment Plan, approve the Neighborhood Improvement Area #1 Assessment Roll, approve this Ordinance and approve the levy of the Neighborhood Improvement Area #1 Special Assessments against their property located within the District, agree to pay the Neighborhood Improvement Area #1 Special Assessments when due and payable and requested that the City file the Service and Assessment Plan and/or the assessment roll with the real property records of Collin County; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Public Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Public Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Public Improvements;

(c) The Service and Assessment Plan apportions the Actual Cost(s) of a Public Improvement to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Public Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #1 Assessment Roll will be benefited by the Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #1 Special Assessments and will receive special benefits during the term of the Neighborhood Improvement Area #1 Special Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Public Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Public Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #1 Assessment Roll should be approved as the Neighborhood Improvement Area #1 Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #1 Special Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #1 Special Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #1 Special Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #1 Special Assessments in a timely manner in order to provide the services and improvements needed and required for the area within 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 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.

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. Neighborhood Improvement Area #1 Assessment Roll.

The Neighborhood Improvement Area #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #1 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #1 Special Assessments for Costs of the Neighborhood Improvement Area #1 Projects.

(a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within the Neighborhood Improvement Area #1 of the District, as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #1 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #1 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #1 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #1 Special Assessments shall be effective on the date of execution of this Ordinance levying Neighborhood Improvement Area #1 Special Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #1 Special Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #1 Special 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 Neighborhood Improvement Area #1 Special 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 Neighborhood Improvement Area #1 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Public Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Neighborhood Improvement Area #1 Special Assessments.

Delinquent Neighborhood Improvement Area #1 Special 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 Neighborhood Improvement Area #1 Special Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #1 Assessed Property may prepay the Neighborhood Improvement Area #1 Special 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 Neighborhood Improvement Area #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Neighborhood Improvement Area #1 Special Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #1 Special Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of Neighborhood Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #1 Special 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 as the initial Administrator of the Service and Assessment Plan and of Neighborhood Improvement Area #1 Special 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 Temporary Collector.**

The City's Director of Finance is hereby appointed and designated as the temporary collector of the Neighborhood Improvement Area #1 Special Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Collin County Tax Assessor and Collector, or another qualified collection agent selected by the City.

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 Neighborhood Improvement Area #1 Special 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/or the Neighborhood Improvement Area #1 Assessment Roll, to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this 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 Neighborhood Improvement Area #1 Special Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof. However, the Service and Assessment Plan and this Ordinance shall automatically terminate if bonds secured by the Neighborhood Improvement Area #1 Special Assessments are not issued by the City on or before February 29, 2016.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this December 7, 2015.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: WELLS SOUTH PID 2015 - NIA Assessment Ordinance (1389 : Ordinance Service and Assessment Plan NIA #1)

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of December, 2015 by Sean Terry and Vicki Faulkner, Mayor and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

(SEAL)

 Notary Public, State of Texas

 Name printed or typed

Commission Expires:_____

Attachment: WELLS SOUTH PID 2015 - NIA Assessment Ordinance (1389 : Ordinance Service and Assessment Plan NIA #1)

EXHIBIT A

Service and Assessment Plan

Wells South Public Improvement District

Service and Assessment Plan

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On July 14, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Celina, Texas (the "**City**") approved Resolution No. 2015-34R, which authorized the creation of the Wells South Public Improvement District (the "**PID**") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is currently located within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City.

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 "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A**, **Appendix B**, and **Appendix C** are addressed in **Section VII** of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms 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) a construction management fee of 4.0% of the costs incurred for the construction of such Public Improvement if an Owner is serving as the construction manager but not the general contractor, (e) 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 (property and franchise) related to such Public Improvement (f) 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, (g) 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 (h) all payments for Administrative Expenses.

“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 an employee of 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 the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, or Appendix C, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Special Assessment, or Annual Installment thereof, allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, or Appendix C, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. In no event shall the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

“Annual Service Plan Update” has the meaning set forth in **Section V** 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 A**, **Appendix B**, or **Appendix C**, (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 Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll included in this SAP as **Appendix A**, **Appendix B**, or **Appendix C**, 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” means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

“City” means the City of Celina, Texas.

“City Certificates of Obligation” has the meaning set forth in **Section IV.G** of this SAP

“City Contributed Major Improvement Assessment Roll” means the document included in this SAP as **Appendix C**, 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 City Certificates of Obligation or in connection with any Annual Service Plan Update.

“City Contributed Major Improvement Credit Amount” means, with respect to each Parcel of Assessed Property, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contributed Major Improvements in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. Such payments are not pledged to the Major Improvement Area Bonds or the Neighborhood Improvement Area #1 Bonds and will not be pledged to future PID Bonds.

“City Contributed Major Improvements” mean those water and sewer improvements described in **Section III.C** of this SAP which benefit all Assessed Property within the PID, constructed and installed in accordance with this SAP, as the same may be amended from time to time, and any Annual Service Plan Update.

“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 initial 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 IV.K** of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

“Development Agreement” means that certain "Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property entered into as of April 28, 2015, as amended by that certain "Amended and Restated Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property and approved by the City Council on September 8, 2015, and any future amendments thereto.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

“Indenture” means an indenture of trust, trust agreement, ordinance 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 based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

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

“Major Improvement Area” means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on **Table II-B** and as specifically described in **Appendix D** and as depicted in **Appendix E**.

“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 Special Assessments relating to the Major Improvement Area Projects are levied.

“Major Improvement Area Assessment Roll” means the document included in this SAP as **Appendix A**, 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 Special Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Neighborhood Improvement Area” 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 for the Public 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” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 97.2 acres within the PID and as specifically described in **Appendix D** and as depicted in **Appendix E**.

“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 Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as **Appendix B**, 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 Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in **Section III.B** allocable to Neighborhood Improvement Area #1.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special 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 Special Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.G**.

“Owner” means Hillwood Enterprises, L.P., a Texas limited partnership, or other entity affiliated with Hillwood Enterprises, L.P.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

“Owner’s 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 easement, to an owners’ 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 County 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” means the Wells South Public Improvement District created by the City pursuant to Resolution No. 2015-34R approved July 14, 2015.

“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, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, or in the Future Neighborhood Improvement Areas.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

“Prepayment Reserve” has the meaning set forth in **Section IV.J** 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 D** to this SAP and is depicted in **Table II.A** of this SAP.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

“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 adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or **“SAP”** means this Wells South Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

“Special Assessment” means the 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 created by such subdivision or reduction according to the provisions hereof and the PID Act.

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

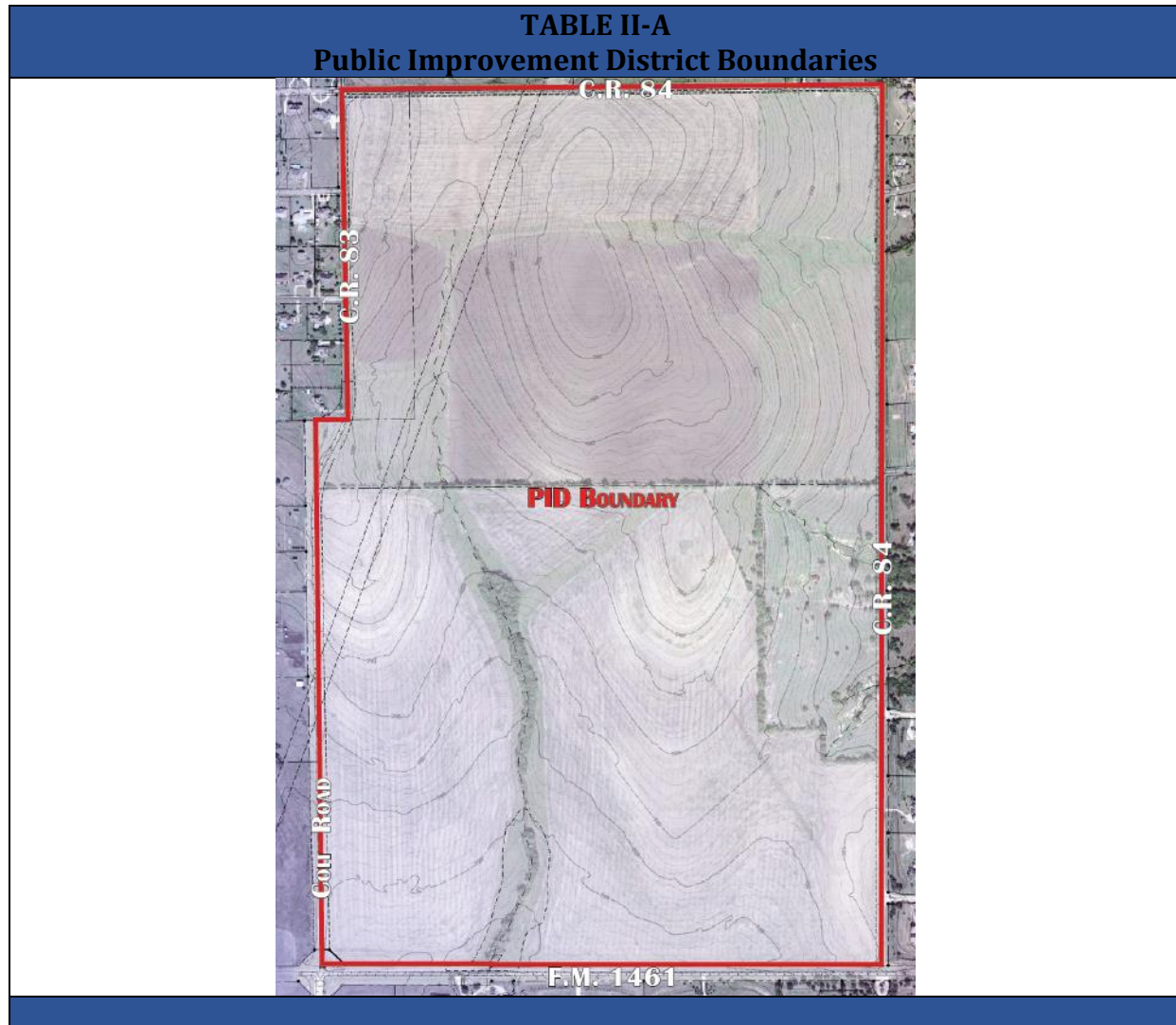
Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the City's extraterritorial jurisdiction; but, the Property will be annexed into the City's corporate limits as provided for in the Development Agreement. The PID contains approximately 400.524 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

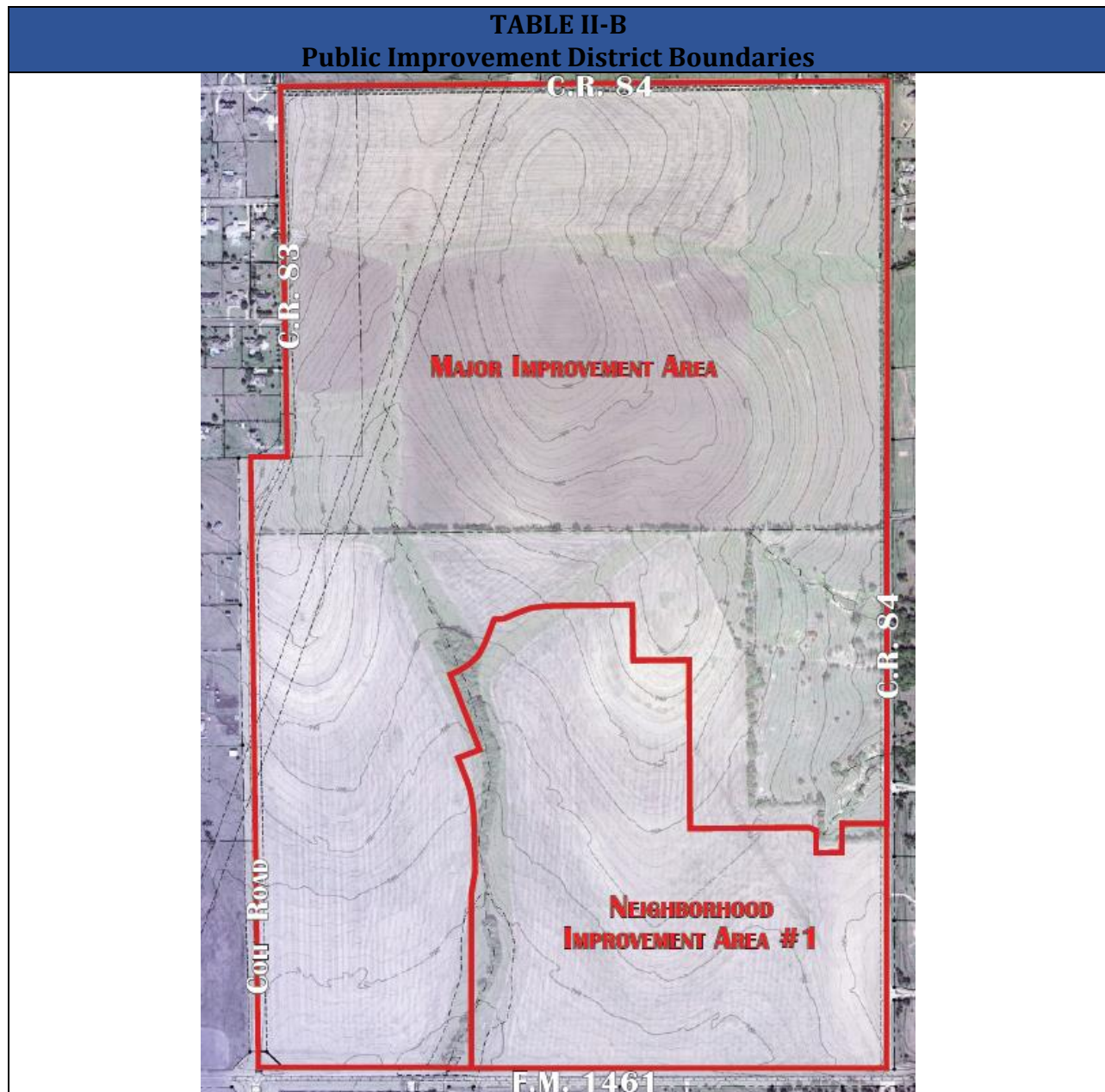
A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix D.



B. Property Located in the Major Improvement Area and Neighborhood Improvement Area #1

The Major Improvement Area consists of approximately 303.3 acres. Neighborhood Improvement Area # 1 consists of approximately 97.2 acres projected to consist of 290 single family residential units, to be developed in one phase and which will be specially benefitted by the Public Improvements described in **Section III.C**.

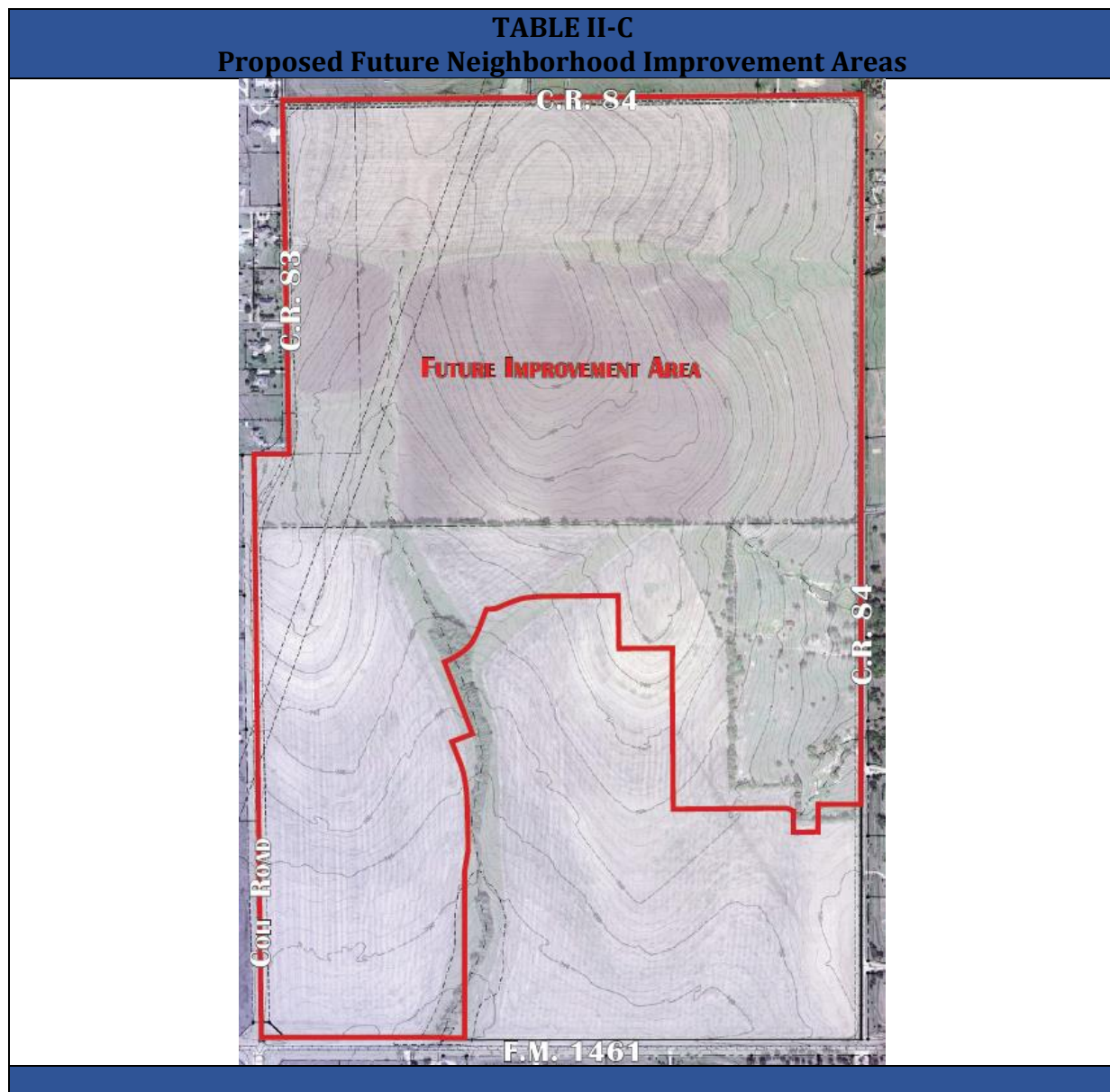
A map of the property within the PID and Neighborhood Improvement Area #1 is shown in **Table II-B**. Legal descriptions for all Parcels within the PID are included in **Appendix D**.



C. Property Included in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in **Table II-C**. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.



Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act 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 mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of 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 Public Improvements more particularly described in **Section III.B**, **Section III.C** and **Section III.D**. Any change to the list of Public Improvements, including any Future Neighborhood Improvement Area Improvements as described in **Section III.D**, will require the approval of the City.

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed

Property; therefore the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on **Table IV-C**.

The Major Improvements are described below. **Table III-B** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$6,327,000. The costs shown in **Table III-B** may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are to be funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Developer, all as described herein.

A description of the Major Improvements follows:

- *Road Improvements*
 - The road 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 road improvements will be constructed according to City standards. The cost of the road improvements to be allocated to the Major Improvement Area is \$2,581,000. The cost of the road improvements to be allocated to the Neighborhood Improvements Area #1 is \$210,000.
- *Storm Drainage*
 - 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 will be constructed according to City standards. The cost of

storm drainage improvements to be allocated to the Major Improvement Area is \$1,599,000. The cost of storm drainage improvements to be allocated to the Neighborhood Improvement Area #1 is \$200,000.

- Wastewater
 - 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 Major Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards. The cost of the wastewater improvements to be allocated to the Major Improvement Area is \$276,000. The cost of the wastewater improvements, to be allocated to the Neighborhood Improvement Area #1 is \$35,000
- *Water*
 - The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards. The cost of the water improvements to be allocated to the Major Improvement Area is \$374,000. The cost of the water improvements to be allocated to the Neighborhood Improvement Area #1 is \$47,000
- Open Space/Trail System
 - 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 will be constructed according to City standards. The cost of the open space/trail system improvements to be allocated to the Major Improvement Area is \$60,000. The cost of the open space/trail system improvements to be allocated to the Neighborhood Improvement Area #1 is \$18,000.

**Table III-B
Major Improvement Costs**

Description	NIA #1	MIA	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,581,000	\$ 2,791,000
Storm Drainage	200,000	1,599,000	1,799,000
Wastewater	35,000	276,000	311,000
Water	47,000	374,000	421,000
Open Space/Trail System	18,000	60,000	78,000
Soft Costs	102,000	825,000	927,000
Total Authorized Improvements	\$ 612,000	\$ 5,715,000	\$ 6,327,000

Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

C. Descriptions and Costs of City Contributed Major Improvements

The costs of the City Contributed Major Improvements are shown in **Table III-C**. The costs shown in **Table III-C** may be revised in an Annual Service Plan Updates. The total costs for the water and sewer improvements described in this Section III-C is \$24,665,630 and the prorated amount of \$2,010,000 of such costs are allocated to the PID as the City Contributed Major Improvements are provided by the City.

Section IV describes the allocation of the Actual Costs of the City Contributed Major Improvements and the assessment methodology for the determining the Special Assessments related to the City Contributed Major Improvements. **Table V-C** shows the amount of funds to be spent by the City on the City Contributed Major Improvements. As provided in the Development Agreement and described in more detail in **Section VI.C**, the City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

A description of the City Contributed Major Improvements follows:

- *Wastewater*
 - The wastewater system portion of the City Contributed Major Improvements based on wastewater system models consists of a combination of sanitary sewer trunk mains of various diameters that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards. The total cost of the City wastewater system improvements is \$10,867,000. The cost of the wastewater system portion of the City Contributed Major Improvements allocated to the Assessed Property is

\$916,000.

- *Water*
 - The water distribution system portion of the City Contributed Major Improvements based on the water models consists of a combination of trunk main of various diameters that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards. The total cost of the City water system improvements is \$9,182,000. The cost of the water distribution system portion of the City Contributed Major Improvements allocated to the Assessed Property is \$911,000.

Table III-C City Contributed Major Improvement Costs				
Description	NIA #1		MIA	Total
<i>PID Benefit of Authorized Improvements</i>				
Wastewater	\$ 215,000	\$ 701,000	\$ 916,000	
Water	214,000	697,000	911,000	
Contingency	43,000	140,000	183,000	
Total PID Benefit of Authorized Improvements	\$ 472,000	\$ 1,538,000	\$ 2,010,000	

Note: Costs provided by City staff. The figures shown in Table III-C may be revised in an Annual Service Plan Updates.

D. Descriptions and Costs of Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. **Table III-D** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #1 Improvements are \$4,545,000 and are distinct from Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund the Neighborhood Improvement Area #1 Projects which benefit Neighborhood Improvement Area #1 Assessed Property. The Actual Costs shown in **Table III-D** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Road Improvements*
 - The road 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 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 road improvements will be constructed according to City standards. The cost of these road improvements is \$2,241,000.
- *Wastewater*
 - 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 will be constructed according to City standards. The cost of these wastewater improvements is \$546,000
- *Water*
 - 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 will be constructed according to City standards. The cost of these water improvements is \$568,000.
- *Public Open Space and Trail Systems*
 - The public open space and trail system improvement portion of the Neighborhood Improvement Area #1 Improvements consists of certain

public open space and trail systems as described in the Development Agreement. The public open space and trail system improvements will be constructed according to City standards. The cost for the public open space and trail system improvements is \$150,000.

Table III-D Costs of Neighborhood Improvement Area #1 Projects			
Description	Major	Onsite	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,031,000	\$ 2,241,000
Storm Drainage	200,000	-	200,000
Wastewater	35,000	511,000	546,000
Water	47,000	521,000	568,000
Open Space/Trail System	18,000	132,000	150,000
Soft Costs	102,000	738,000	840,000
Total Authorized Improvements	\$ 612,000	\$ 3,933,000	\$ 4,545,000

E. 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-E** 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.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs 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 City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. **Table IV-D** details the allocation of costs of the City Contributed Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. The Annual Installments Allocable to the City Contributed Major Improvements are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property in the same manner using the allocation percentages calculated in **Table IV-C**. **Table IV-E** details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the City Contributed Major Improvements, and the Neighborhood Improvement Area #1 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, the City Contributed Major Improvements, and Neighborhood Improvement Area #1 Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology 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 Owners and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with

absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property.

When the City Council approved this SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, and the Neighborhood Improvement Area #1 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, and the Neighborhood Improvement Area #1 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

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 IV-C**. The costs detailed in **Table IV-C** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C Cost Allocation of Major Improvements					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,791,000	8%	\$ 210,000	92%	\$ 2,581,000
Storm Drainage	\$ 1,799,000	11%	\$ 200,000	89%	\$ 1,599,000
Wastewater	\$ 311,000	11%	\$ 35,000	89%	\$ 276,000
Water	\$ 421,000	11%	\$ 47,000	89%	\$ 374,000
Open Space/Trail System	\$ 78,000	23%	\$ 18,000	77%	\$ 60,000
Subtotal	\$ 5,400,000		\$ 510,000		\$ 4,890,000
Soft Costs	\$ 927,000	11%	\$ 102,000	89%	\$ 825,000
Total Authorized Improvements	\$ 6,327,000		\$ 612,000		\$ 5,715,000

(a) See Table III-B for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

D. Allocation of Actual Costs of City Contributed Major Improvements

The City Contributed Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and to the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the City Contributed Major Improvements have been calculated by the City and are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-D**. The costs detailed in **Table IV-D** represent only estimates and are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D Cost Allocation of City Contributed Major Improvements					
Authorized Improvement	Total Cost (a)	MIA Major Improvements		NIA #1 Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Wastewater	\$ 916,000	77%	\$ 701,000	23%	\$ 215,000
Water	911,000	77%	697,000	23%	214,000
Contingency	183,000	77%	140,000	23%	43,000
Total Authorized Improvements	\$ 2,010,000		\$ 1,538,000		\$ 472,000

(a) See Table III-C for details.

E. Allocation of Actual Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in **Section IV.C** above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-E**. The costs detailed in **Table IV-E** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E					
Cost Allocation of Neighborhood Improvement Area #1 Projects					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,241,000	9%	\$ 210,000	91%	\$ 2,031,000
Storm Drainage	\$ 200,000	100%	\$ 200,000	0%	\$ -
Wastewater	\$ 546,000	6%	\$ 35,000	94%	\$ 511,000
Water	\$ 568,000	8%	\$ 47,000	92%	\$ 521,000
Open Space/Trail System	\$ 150,000	12%	\$ 18,000	88%	\$ 132,000
Subtotal	\$ 3,705,000		\$ 510,000		\$ 3,195,000
Soft Costs	\$ 840,000	12%	\$ 102,000	88%	\$ 738,000
Total Authorized Improvements	\$ 4,545,000		\$ 612,000		\$ 3,933,000

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. Allocation of Actual Costs of Future 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 such Future Neighborhood Improvement Areas (e.g. **Table IV-F** will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

G. Special Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special 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.

- *Assessment Methodology for Major Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area

Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. **Table IV-G.1** summarizes the allocation of the Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Owner for the Public Improvements, the City Council has determined that the benefit to the Assessed Property from the Public Improvements is at least equal to the Special Assessments levied on the Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as **Appendix A**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.1** summarizes the initial allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Major Improvement Area Bonds that are sold.

**Table IV-G.1
Major Improvement Area
Special Assessment Allocation**

	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual Installment (1 st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)
Phase 2	50'	68	\$ 24,550,788	\$ 383,303	\$ 33,105	\$ 5,637	\$ 487	\$ 0.13
	60'	115	\$ 49,373,985	\$ 770,858	\$ 66,577	\$ 6,703	\$ 579	\$ 0.13
	70'	44	\$ 22,099,352	\$ 345,029	\$ 29,799	\$ 7,842	\$ 677	\$ 0.13
	HOA			\$ 15,143	\$ 3,708			
	Subtotal	227	\$ 96,024,125	\$ 1,514,333	\$ 133,188			
Phase 3	50'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	154	\$ 69,115,816	\$ 1,079,080	\$ 93,053	\$ 7,007	\$ 604	\$ 0.13
	70'	99	\$ 51,792,642	\$ 808,620	\$ 69,730	\$ 8,168	\$ 704	\$ 0.13
	HOA			\$ 19,068	\$ 4,921			
	Subtotal	253	\$ 120,908,458	\$ 1,906,768	\$ 167,704			
Phase 4	50'	145	\$ 56,452,560	\$ 881,373	\$ 76,098	\$ 6,078	\$ 525	\$ 0.13
	60'	80	\$ 37,362,000	\$ 583,319	\$ 50,364	\$ 7,291	\$ 630	\$ 0.13
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	HOA			\$ 14,795	\$ 3,661			
	Subtotal	225	\$ 93,814,560	\$ 1,479,488	\$ 130,124			
Phase 5	50'	112	\$ 45,109,792	\$ 704,283	\$ 60,711	\$ 6,288	\$ 542	\$ 0.13
	60'	88	\$ 42,484,992	\$ 663,303	\$ 57,179	\$ 7,538	\$ 650	\$ 0.13
	70'	41	\$ 23,105,550	\$ 360,739	\$ 31,097	\$ 8,799	\$ 758	\$ 0.13
	TH	135	\$ 33,750,000	\$ 526,927	\$ 45,423	\$ 3,903	\$ 336	\$ 0.13
	Area F	53,143	\$ 6,111,468	\$ 95,416	\$ 8,225	\$ 1.80	\$ 0.15	\$ 0.13
	HOA			\$ 23,744	\$ 6,199			
	Subtotal	376	\$ 150,561,802	\$ 2,374,411	\$ 208,834			
Total			1,081	\$ 461,308,945	\$ 7,275,000	\$ 639,850		

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial 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 this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 6.50% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

- Assessment Methodology for City Contributed Major Improvements*

For purpose of this SAP, the City Council has determined that the Actual Costs of the City Contributed Major Improvements to be financed with the Annual Installment Allocable to the City Contributed Major Improvements shall be allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area and Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. The Annual Installment Allocable to the City Contributed Major Improvements is part of the Annual Installment of the Special Assessment levied against the Assessed Property. In no event will the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

Based on the costs for the City Contributed Major Improvements, the City Council has determined that the benefit to the Assessed Property from the City Contributed Major

Improvements is at least equal to the Special Assessments related to City Contributed Major Improvements levied on the Assessed Property.

As provided in the Development Agreement, the City will finance the Actual Costs, as estimated in **Table III-C**, of the City Contributed Major Improvements from a portion of the proceeds from the issuance and sale of its “City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015” and any other certificates of obligation issued from time to time by the City to the extent a portion of the proceeds of such certificates of obligation are dedicated to fund a portion of the costs of the City Contributed Major Improvements (collectively, the “**City Certificates of Obligation**”). The City will be reimbursed for such Actual Costs of the City Contributed Major Improvements from the collection of the Annual Installments Allocable to the City Contributed Major Improvements. In accordance with the Development Agreement, the Annual Installment Allocable to the City Contributed Major Improvements will be offset each year by the City Contributed Major Improvement Credit Amount. The offset credit provided by the City Contributed Major Improvement Credit Amount will be calculated as described below in **Section VI.C**.

The Special Assessments and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvements, for each Parcel or Lot is shown on the Assessment Roll, attached as **Appendix C**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act.

- *Assessment Methodology for Neighborhood Improvement Area #1*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. **Table IV-G.2** summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as **Appendix B**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.2** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the

Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Neighborhood Improvement Area #1 Bonds that are sold.

Table IV-G.2 Neighborhood Improvement Area #1 Special Assessment Allocation									
	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)	
Phase 1	50'	96	\$ 32,545,536	\$ 1,577,299	\$ 131,618	\$ 16,430	\$ 1,371	\$ 0.40	
	60'	111	\$ 45,080,097	\$ 2,184,779	\$ 182,310	\$ 19,683	\$ 1,642	\$ 0.40	
	70'	83	\$ 39,321,084	\$ 1,905,672	\$ 159,020	\$ 22,960	\$ 1,916	\$ 0.40	
	HOA			\$ 57,250	\$ 4,777				
	Total	290	\$ 116,946,717	\$ 5,725,000	\$ 477,725				

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial 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 this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 6.00% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

- *Assessment Methodology for Future Neighborhood Improvement Areas*

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds 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.

H. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Contributed Major Improvements will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll and according to the Neighborhood Improvement Area #1 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds, as well as the Annual Installments Allocable to the City Contributed Major Improvements will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

I. 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, and the City Contributed Major Improvement Assessment Roll shown on **Appendix A**, **Appendix B** and **Appendix C**, respectively, which are subject to revision through Annual Service Plan Updates.

J. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.K** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.L** below.

K. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment 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 a Special Assessment 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 Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which 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 PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

L. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate 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 Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 36 months for the Major Improvement Area Projects to be constructed. It is anticipated that it will take approximately 18 months for the Neighborhood Improvement Area #1 Projects to be constructed.

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 \$7,278,000 as shown in **Table V-A**. 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 \$5,729,000 as shown in **Table V-B**. The Actual Costs for the City Contributed Major Improvements plus costs related to the financing of the City Contributed Major Improvements is \$2,120,000 as shown in **Table V-C**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating Assessment Roll shown on **Appendix A**, **Appendix B**, and **Appendix C**. Any update to this SAP is herein referred to as an “Annual Service Plan Update.”

Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** 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 V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in **Table V-B** 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 V-C summarizes the sources and uses of funds required to construct the City Contributed Major Improvements allocable to the PID. The sources and uses of funds shown in **Table V-C** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs.

Table V-A Major Improvement Area Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 7,275,000
Owner Contribution (a)	\$ 3,000
	<u>\$ 7,278,000</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 5,715,000</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 575,000
Capitalized Interest (d)	\$ 473,000
	<u>\$ 1,048,000</u>
Cost of Issuance:	<u>\$ 224,000</u>
Underwriter's Discount/Financial Advisor (e):	<u>\$ 291,000</u>
	<u>\$ 7,278,000</u>
(a) Owners will fund all costs not covered by the PID Bonds.	
(b) See Table III-B and Table IV-C for details.	
(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.	
(d) The PID Bonds will include 12 months of capitalized interest.	
(e) The PID Bonds will have a 4% Underwriter's Discount and Financial Advisor's Fee	

Table V-B Neighborhood Improvement Area #1 Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 5,725,000
Owner Contribution (a)	\$ 4,000
	<u>\$ 5,729,000</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 4,545,000</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 435,000
Capitalized Interest (d)	\$ 344,000
	<u>\$ 779,000</u>
Cost of Issuance:	<u>\$ 176,000</u>
Underwriter's Discount/Financial Advisor (e):	<u>\$ 229,000</u>
	<u>\$ 5,729,000</u>
(a) Owners will fund all costs not covered by the PID Bonds.	
(b) See Table III-D and Table IV-E for details.	
(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.	
(d) The PID Bonds will include 12 months of capitalized interest.	
(e) The PID Bonds will have a 4% Underwriter's Discount and Financial Advisor's Fee	

Table V-C City Contributed Major Improvements Sources and Uses of Funds	
Sources of Funds	
Gross Share of City Certificates of Obligation	<u>\$ 2,120,000</u>
Uses of Funds	
Authorized Improvements (a)	<u>\$ 2,010,000</u>
Financing Costs:	<u>\$ 110,000</u>
	<u>\$ 2,120,000</u>
(a) See Table III-C and IV-D for details.	

The projected Annual Installments for the first five years after the approval of this SAP for the Major Improvement Area Bonds are presented in **Table V-D**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-D Major Improvement Area Bonds Projected Annual Installments								
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2016	\$ -	\$ 472,875	\$ 30,000	\$ 14,550	\$ 21,825	\$ 472,875	\$	66,375
2017	\$ 100,000	\$ 472,875	\$ 30,600	\$ 14,550	\$ 21,825	\$ -	\$	639,850
2018	\$ 100,000	\$ 466,375	\$ 31,212	\$ 14,350	\$ 21,525	\$ -	\$	633,462
2019	\$ 100,000	\$ 459,875	\$ 31,836	\$ 14,150	\$ 21,225	\$ -	\$	627,086
2020	\$ 100,000	\$ 453,375	\$ 32,473	\$ 13,950	\$ 20,925	\$ -	\$	620,723
2021	\$ 125,000	\$ 446,875	\$ 33,122	\$ 13,750	\$ 20,625	\$ -	\$	639,372
Total	\$ 525,000	\$ 2,772,250	\$ 189,244	\$ 85,300	\$ 127,950	\$ 472,875	\$ 3,226,869	

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.50% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-E**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E Neighborhood Improvement Area #1 Bonds Projected Annual Installments								
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2016	\$ -	\$ 343,500	\$ 30,000	\$ 11,450	\$ 17,175	\$ 343,500	\$	58,625
2017	\$ 75,000	\$ 343,500	\$ 30,600	\$ 11,450	\$ 17,175	\$ -	\$	477,725
2018	\$ 75,000	\$ 339,000	\$ 31,212	\$ 11,300	\$ 16,950	\$ -	\$	473,462
2019	\$ 100,000	\$ 334,500	\$ 31,836	\$ 11,150	\$ 16,725	\$ -	\$	494,211
2020	\$ 100,000	\$ 328,500	\$ 32,473	\$ 10,950	\$ 16,425	\$ -	\$	488,348
2021	\$ 100,000	\$ 322,500	\$ 33,122	\$ 10,750	\$ 16,125	\$ -	\$	482,497
Total	\$ 450,000	\$ 2,011,500	\$ 189,244	\$ 67,050	\$ 100,575	\$ 343,500	\$ 2,474,869	

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.00% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

The projected Annual Installment Allocable to the City Contributed Major Improvements for the first five years after the approval of this SAP for the City Contributed Major Improvements is presented in **Table V-F**.

Table V-F City Contributed Major Improvements Projected Annual Installments			
Period Ending Sept. 30	Principal Payments	Interest Expense	Annual PID Installments
2016	\$ -	\$ 102,552	\$ 102,552
2017	\$ 80,000	\$ 90,483	\$ 170,483
2018	\$ 85,000	\$ 88,520	\$ 173,520
2019	\$ 85,000	\$ 86,189	\$ 171,189
2020	\$ 90,000	\$ 83,617	\$ 173,617
2021	\$ 100,000	\$ 80,603	\$ 180,603
Total	\$ 440,000	\$ 531,963	\$ 971,963

Note: The projected annual installments are based on debt service estimates with an average 4.11% interest rate and a 20-year term for the initial series of Certificates of Obligation. The projected annual installments will be reduced by the City Contributed Major Improvement Credit as described in Section VI.C.

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the Major Improvement Area

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in **Appendix A**. The Special 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) the Major Improvement Area's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iv) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (v) to cover the Administrative Expenses of the Major Improvement Area.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**. The Special 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 #1 Bonds, (ii) the Neighborhood Improvement Area #1's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iv) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (v) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. Amount of Assessments and Annual Installments Reduced by City Contributed Major Improvement Credit Amount

The Special Assessments and Annual Installments for the Assessed Property related to the City Contributed Major Improvements are shown on the City Contributed Major Improvement Assessment Roll in **Appendix C**. The Annual Installments for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Major Improvement Credit Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or

ownership group as further described below. In no event shall the Annual Installment Allocable to City Contributed Major Improvements exceed eight percent of the debt service on the City Certificates of Obligation funding such improvements.

In a given year, the City Contributed Major Improvement Credit Amount prevents the Owner of Assessed Property from paying both ad valorem taxes on the Assessed Property, which supports the payment of debt service on the City Certificates of Obligation including the portion used to initially finance the City Contributed Major Improvements, and an Annual Installment Allocable to the City Contributed Major Improvements for the Actual Costs of the City Contributed Major Improvements. The City Council has determined that financing the City Contributed Major Improvements with the City Certificates of Obligation, rather than solely through PID Bonds, will provide an overall cost-savings for the City Contributed Major Improvements.

The annual City Contributed Major Improvement Credit Amount shall be calculated as follows:

- 1) If the aggregate annual City Contributed Major Improvement Credit Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is equal to or greater than the Annual Installment Allocable to the City Contributed Major Improvements, the net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be reduced to zero and no Annual Installment Allocable to the City Contributed Major Improvements shall be included as part of the Annual Installments to be collected from each Parcel.
- 2) If the aggregate annual City Contributed Major Improvement Credit Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is less than the Annual Installment Allocable to the City Contributed Major Improvements, the annual City Contributed Major Improvement Credit Amount to be applied as a credit to each Parcel will be calculated based on the amount of City ad valorem taxes generated by each Parcel. The net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be allocated to each Parcel based on the actual amount of City ad-valorem taxes generated by each Parcel. Such offset credit will first be applied on a Parcel-by-Parcel basis then excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit. The pooled City Contributed Major Improvement Credit Amount will be allocated on a pro-rata basis amongst multiple parcels owned by a single developer or ownership group of property within the PID with any one owner's share of the pooled amount calculated as a fraction the numerator of which is that owner's Annual

Installment Allocable to the City Contributed Major Improvements and the denominator of which is the aggregate amount of all Annual Installments Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.

- 3) If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

D. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments for Parcels Located Within the Major Improvement Area and Neighborhood Improvement Area #1

- *Upon Division Prior to Recording of Subdivision Plat*

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix E** ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-G.1** and **Table IV-G.2** for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Phase 2 on **Table IV-G.1**, it includes 68 50' Lots, 115 60' Lots and 44 70' Lots, as well as the Owner's Association Special Assessment Allocation. Accordingly, the Special Assessment for the phase 2 Parcel is \$1,514,333, (\$383,303 + 770,858 + \$345,029 + \$15,143). As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-G.1** and **Table IV-G.2**.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1** and **Table IV-G.2**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-G.1** and **Table IV-G.2**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1** and **Table IV-G.2**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *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 Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

F. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

G. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or

portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

H. Reduction of Special Assessments

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

I. Payment of Special Assessments

- *Payment in Full*
 - The Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
 - If an Annual Installment, including the Annual Installment Allocable to the City Contributed Major Improvements, has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

- Upon payment in full of a Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvement, thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- At the option of a Parcel or Lot owner, the Special Assessment, which includes the Annual Installment Allocable to the City Contributed Major Improvements, on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.
- *Payment of Annual Installments*
 - If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments, which include Annual Installments Allocable to the City Contributed Major Improvements, each year in the amounts shown in the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.
 - The Annual Installments, including Annual Installments Allocable to the City Contributed Major Improvements, as listed on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, have been calculated assuming a weighted average interest rate on the Major Improvement Area Bonds of 6.5%, a weighted average interest rate on the Neighborhood Improvement Area #1 Bonds of 6.0%, and assumed interest rates on the City Certificates of Obligation. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, except pursuant to any amendment or update to this SAP.

- The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds or City Certificates of Obligation 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 Annual Installments shall be further reduced by application of any applicable City Contributed Major Improvement Credit Amount.
- 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 Special 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.

J. 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 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. 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 Special 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.

Each Annual Installment, including the interest on the unpaid amount of a Special 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 and the Neighborhood Improvement Area #1 Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

K. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.H** of this SAP.

L. 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 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.H** of this SAP.

Section 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 Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. **Table VII-A** summarizes the \$7,278,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$7,275,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$7,275,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Major Improvement Area Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Major Improvement Area Projects</i>	
Total Authorized Improvements	\$ 5,715,000
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 575,000
Capitalized Interest	\$ 473,000
Underwriter's Discount/Financial Advisor Fee	\$ 291,000
Cost of Issuance	\$ 224,000
PID Formation/Bond Cost of Issuance	\$ 1,563,000
Total Special Benefit	\$ 7,278,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 7,278,000
Projected Special Assessment	\$ 7,275,000
Excess Benefit	\$ 3,000
(a) See Table III-B for details.	

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 Public 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 will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. **Table VII-B** summarizes the \$5,729,000 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$5,725,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$5,725,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Table VII-B Neighborhood Improvement Area #1 Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Neighborhood Improvement Area #1 Projects</i>	
Total Authorized Improvements	\$ 4,545,000
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 435,000
Capitalized Interest	\$ 344,000
Underwriter's Discount/Financial Advisor Fee	\$ 229,000
Cost of Issuance	\$ 176,000
PID Formation/Bond Cost of Issuance	\$ 1,184,000
Total Special Benefit	\$ 5,729,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 5,729,000
Projected Special Assessment	\$ 5,725,000
Excess Benefit	\$ 4,000
(a) See Table III-D for details.	

C. City Contributed Major Improvement Assessment Roll

The City Council has evaluated each Parcel benefited by the City Contributed Major Improvements (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 Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

Table VII-C summarizes the \$2,120,000 in special benefit received by the Major Improvement Area from the City Contributed Major Improvement funds, the costs of the formation, and the issuance costs. The City Contributed Major Improvement Area Assessment Roll is attached hereto as Appendix C.

Table VII-C City Contributed Major Improvement Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>City Contributed Improvements</i>	
Total Authorized Improvements	\$ 2,010,000
<i>PID Formation/Bond Cost of Issuance</i>	
Financing Costs	\$ 110,000
PID Formation/Bond Cost of Issuance	\$ 110,000
Total Special Benefit	\$ 2,120,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 2,120,000
Projected Special Assessment	2,120,000
Excess Benefit	\$ -
(a) See Table III-C for details.	

D. 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).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property,

including any adjustments authorized by this SAP or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) the credits or offsets of the Annual Installments Allocable to the City Contributed Major Improvements by the City Contributed Major Improvement Credit Amount applied as described in **Section VI.C**; (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by **Section VI.I** of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Certificates of Obligation on which the Annual Installments shall be paid, any reduction in the Major Improvement Area Special Assessments or Neighborhood Improvement Area #1 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Certificates of Obligation and Owner funds.

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon 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.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special 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 may be made as permitted or required by the PID Act and Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, 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 SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, 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 SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

Major Improvement Area Assessment Roll

Appendix A Special Assessment by Parcel				
Parcel	Owner	Estimated Assessable Units	PID Bond Special Assessment	
2122501	Hillwood Communities	177	\$	1,227,139
965735	Hillwood Communities	186	\$	1,211,655
965726	Hillwood Communities	392	\$	2,665,090
965771	Hillwood Communities	127	\$	973,329
1498472	Hillwood Communities	64	\$	1,125,037
HOA	Hillwood Communities	-	\$	72,750
Totals		946	\$	7,275,000
Note: Preliminary and subject to change				

Appendix A-1 Annual Installments - All Parcels								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 472,875	\$ 472,875	\$ 30,000	\$ 14,550	\$ 21,825	\$ 472,875	\$ 66,375
09/01/17	\$ 100,000	\$ 472,875	\$ 572,875	\$ 30,600	\$ 14,550	\$ 21,825	\$ -	\$ 639,850
09/01/18	\$ 100,000	\$ 466,375	\$ 566,375	\$ 31,212	\$ 14,350	\$ 21,525	\$ -	\$ 633,462
09/01/19	\$ 100,000	\$ 459,875	\$ 559,875	\$ 31,836	\$ 14,150	\$ 21,225	\$ -	\$ 627,086
09/01/20	\$ 100,000	\$ 453,375	\$ 553,375	\$ 32,473	\$ 13,950	\$ 20,925	\$ -	\$ 620,723
09/01/21	\$ 125,000	\$ 446,875	\$ 571,875	\$ 33,122	\$ 13,750	\$ 20,625	\$ -	\$ 639,372
09/01/22	\$ 125,000	\$ 438,750	\$ 563,750	\$ 33,785	\$ 13,500	\$ 20,250	\$ -	\$ 631,285
09/01/23	\$ 125,000	\$ 430,625	\$ 555,625	\$ 34,461	\$ 575	\$ 19,875	\$ -	\$ 610,536
09/01/24	\$ 150,000	\$ 422,500	\$ 572,500	\$ 35,150	\$ -	\$ 19,500	\$ -	\$ 627,150
09/01/25	\$ 150,000	\$ 412,750	\$ 562,750	\$ 35,853	\$ -	\$ 19,050	\$ -	\$ 617,653
09/01/26	\$ 150,000	\$ 403,000	\$ 553,000	\$ 36,570	\$ -	\$ 18,600	\$ -	\$ 608,170
09/01/27	\$ 175,000	\$ 393,250	\$ 568,250	\$ 37,301	\$ -	\$ 18,150	\$ -	\$ 623,701
09/01/28	\$ 175,000	\$ 381,875	\$ 556,875	\$ 38,047	\$ -	\$ 17,625	\$ -	\$ 612,547
09/01/29	\$ 200,000	\$ 370,500	\$ 570,500	\$ 38,808	\$ -	\$ 17,100	\$ -	\$ 626,408
09/01/30	\$ 200,000	\$ 357,500	\$ 557,500	\$ 39,584	\$ -	\$ 12,900	\$ -	\$ 609,984
09/01/31	\$ 225,000	\$ 344,500	\$ 569,500	\$ 40,376	\$ -	\$ -	\$ -	\$ 609,876
09/01/32	\$ 225,000	\$ 329,875	\$ 554,875	\$ 41,184	\$ -	\$ -	\$ -	\$ 596,059
09/01/33	\$ 250,000	\$ 315,250	\$ 565,250	\$ 42,007	\$ -	\$ -	\$ -	\$ 607,257
09/01/34	\$ 275,000	\$ 299,000	\$ 574,000	\$ 42,847	\$ -	\$ -	\$ -	\$ 616,847
09/01/35	\$ 275,000	\$ 281,125	\$ 556,125	\$ 43,704	\$ -	\$ -	\$ -	\$ 599,829
09/01/36	\$ 300,000	\$ 263,250	\$ 563,250	\$ 44,578	\$ -	\$ -	\$ -	\$ 607,828
09/01/37	\$ 325,000	\$ 243,750	\$ 568,750	\$ 45,470	\$ -	\$ -	\$ -	\$ 614,220
09/01/38	\$ 350,000	\$ 222,625	\$ 572,625	\$ 46,379	\$ -	\$ -	\$ -	\$ 619,004
09/01/39	\$ 375,000	\$ 199,875	\$ 574,875	\$ 47,307	\$ -	\$ -	\$ -	\$ 622,182
09/01/40	\$ 375,000	\$ 175,500	\$ 550,500	\$ 48,253	\$ -	\$ -	\$ -	\$ 598,753
09/01/41	\$ 400,000	\$ 151,125	\$ 551,125	\$ 49,218	\$ -	\$ -	\$ -	\$ 600,343
09/01/42	\$ 425,000	\$ 125,125	\$ 550,125	\$ 50,203	\$ -	\$ -	\$ -	\$ 600,328
09/01/43	\$ 475,000	\$ 97,500	\$ 572,500	\$ 51,207	\$ -	\$ -	\$ -	\$ 623,707
09/01/44	\$ 500,000	\$ 66,625	\$ 566,625	\$ 52,231	\$ -	\$ -	\$ -	\$ 618,856
09/01/45	\$ 525,000	\$ 34,125	\$ 559,125	\$ 53,275	\$ -	\$ -	\$ -	\$ -
Totals	\$ 7,275,000	\$ 9,532,250	\$ 16,807,250	\$ 1,217,042	\$ 99,375	\$ 291,000	\$ 472,875	\$ 17,329,392

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-2								
Annual Installments - Parcel No. 2122501								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 79,764	\$ 79,764	\$ 5,060	\$ 2,454	\$ 3,681	\$ 79,764	\$ 11,196
09/01/17	\$ 16,868	\$ 79,764	\$ 96,632	\$ 5,162	\$ 2,454	\$ 3,681	\$ -	\$ 107,929
09/01/18	\$ 16,868	\$ 78,668	\$ 95,535	\$ 5,265	\$ 2,421	\$ 3,631	\$ -	\$ 106,852
09/01/19	\$ 16,868	\$ 77,571	\$ 94,439	\$ 5,370	\$ 2,387	\$ 3,580	\$ -	\$ 105,776
09/01/20	\$ 16,868	\$ 76,475	\$ 93,343	\$ 5,478	\$ 2,353	\$ 3,530	\$ -	\$ 104,703
09/01/21	\$ 21,085	\$ 75,378	\$ 96,463	\$ 5,587	\$ 2,319	\$ 3,479	\$ -	\$ 107,849
09/01/22	\$ 21,085	\$ 74,008	\$ 95,093	\$ 5,699	\$ 2,277	\$ 3,416	\$ -	\$ 106,484
09/01/23	\$ 21,085	\$ 72,637	\$ 93,722	\$ 5,813	\$ 97	\$ 3,352	\$ -	\$ 102,984
09/01/24	\$ 25,302	\$ 71,267	\$ 96,569	\$ 5,929	\$ -	\$ 3,289	\$ -	\$ 105,787
09/01/25	\$ 25,302	\$ 69,622	\$ 94,924	\$ 6,048	\$ -	\$ 3,213	\$ -	\$ 104,185
09/01/26	\$ 25,302	\$ 67,978	\$ 93,279	\$ 6,169	\$ -	\$ 3,137	\$ -	\$ 102,585
09/01/27	\$ 29,519	\$ 66,333	\$ 95,852	\$ 6,292	\$ -	\$ 3,062	\$ -	\$ 105,205
09/01/28	\$ 29,519	\$ 64,414	\$ 93,933	\$ 6,418	\$ -	\$ 2,973	\$ -	\$ 103,324
09/01/29	\$ 33,736	\$ 62,496	\$ 96,231	\$ 6,546	\$ -	\$ 2,884	\$ -	\$ 105,662
09/01/30	\$ 33,736	\$ 60,303	\$ 94,038	\$ 6,677	\$ -	\$ 2,176	\$ -	\$ 102,891
09/01/31	\$ 37,953	\$ 58,110	\$ 96,063	\$ 6,811	\$ -	\$ -	\$ -	\$ 102,873
09/01/32	\$ 37,953	\$ 55,643	\$ 93,596	\$ 6,947	\$ -	\$ -	\$ -	\$ 100,542
09/01/33	\$ 42,170	\$ 53,176	\$ 95,346	\$ 7,086	\$ -	\$ -	\$ -	\$ 102,431
09/01/34	\$ 46,387	\$ 50,435	\$ 96,822	\$ 7,227	\$ -	\$ -	\$ -	\$ 104,049
09/01/35	\$ 46,387	\$ 47,420	\$ 93,807	\$ 7,372	\$ -	\$ -	\$ -	\$ 101,179
09/01/36	\$ 50,604	\$ 44,405	\$ 95,008	\$ 7,519	\$ -	\$ -	\$ -	\$ 102,528
09/01/37	\$ 54,821	\$ 41,115	\$ 95,936	\$ 7,670	\$ -	\$ -	\$ -	\$ 103,606
09/01/38	\$ 59,038	\$ 37,552	\$ 96,590	\$ 7,823	\$ -	\$ -	\$ -	\$ 104,413
09/01/39	\$ 63,255	\$ 33,715	\$ 96,969	\$ 7,980	\$ -	\$ -	\$ -	\$ 104,949
09/01/40	\$ 63,255	\$ 29,603	\$ 92,858	\$ 8,139	\$ -	\$ -	\$ -	\$ 100,997
09/01/41	\$ 67,472	\$ 25,492	\$ 92,963	\$ 8,302	\$ -	\$ -	\$ -	\$ 101,265
09/01/42	\$ 71,689	\$ 21,106	\$ 92,794	\$ 8,468	\$ -	\$ -	\$ -	\$ 101,263
09/01/43	\$ 80,122	\$ 16,446	\$ 96,569	\$ 8,637	\$ -	\$ -	\$ -	\$ 105,206
09/01/44	\$ 84,339	\$ 11,238	\$ 95,578	\$ 8,810	\$ -	\$ -	\$ -	\$ 104,388
09/01/45	\$ 88,556	\$ 5,756	\$ 94,313	\$ 8,986	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,227,139	\$ 1,607,889	\$ 2,835,027	\$ 205,289	\$ 16,762	\$ 49,086	\$ 79,764	\$ 2,923,102

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-3 Annual Installments - Parcel No. 965735								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 78,758	\$ 78,758	\$ 4,997	\$ 2,423	\$ 3,635	\$ 78,758	\$ 11,055
09/01/17	\$ 16,655	\$ 78,758	\$ 95,413	\$ 5,096	\$ 2,423	\$ 3,635	\$ -	\$ 106,567
09/01/18	\$ 16,655	\$ 77,675	\$ 94,330	\$ 5,198	\$ 2,390	\$ 3,585	\$ -	\$ 105,503
09/01/19	\$ 16,655	\$ 76,592	\$ 93,248	\$ 5,302	\$ 2,357	\$ 3,535	\$ -	\$ 104,442
09/01/20	\$ 16,655	\$ 75,510	\$ 92,165	\$ 5,408	\$ 2,323	\$ 3,485	\$ -	\$ 103,382
09/01/21	\$ 20,819	\$ 74,427	\$ 95,246	\$ 5,517	\$ 2,290	\$ 3,435	\$ -	\$ 106,488
09/01/22	\$ 20,819	\$ 73,074	\$ 93,893	\$ 5,627	\$ 2,248	\$ 3,373	\$ -	\$ 105,141
09/01/23	\$ 20,819	\$ 71,721	\$ 92,540	\$ 5,739	\$ 96	\$ 3,310	\$ -	\$ 101,685
09/01/24	\$ 24,983	\$ 70,368	\$ 95,350	\$ 5,854	\$ -	\$ 3,248	\$ -	\$ 104,452
09/01/25	\$ 24,983	\$ 68,744	\$ 93,726	\$ 5,971	\$ -	\$ 3,173	\$ -	\$ 102,870
09/01/26	\$ 24,983	\$ 67,120	\$ 92,102	\$ 6,091	\$ -	\$ 3,098	\$ -	\$ 101,291
09/01/27	\$ 29,146	\$ 65,496	\$ 94,642	\$ 6,213	\$ -	\$ 3,023	\$ -	\$ 103,878
09/01/28	\$ 29,146	\$ 63,602	\$ 92,748	\$ 6,337	\$ -	\$ 2,935	\$ -	\$ 102,020
09/01/29	\$ 33,310	\$ 61,707	\$ 95,017	\$ 6,464	\$ -	\$ 2,848	\$ -	\$ 104,329
09/01/30	\$ 33,310	\$ 59,542	\$ 92,852	\$ 6,593	\$ -	\$ 2,149	\$ -	\$ 101,593
09/01/31	\$ 37,474	\$ 57,377	\$ 94,851	\$ 6,725	\$ -	\$ -	\$ -	\$ 101,575
09/01/32	\$ 37,474	\$ 54,941	\$ 92,415	\$ 6,859	\$ -	\$ -	\$ -	\$ 99,274
09/01/33	\$ 41,638	\$ 52,505	\$ 94,143	\$ 6,996	\$ -	\$ -	\$ -	\$ 101,139
09/01/34	\$ 45,801	\$ 49,799	\$ 95,600	\$ 7,136	\$ -	\$ -	\$ -	\$ 102,736
09/01/35	\$ 45,801	\$ 46,822	\$ 92,623	\$ 7,279	\$ -	\$ -	\$ -	\$ 99,902
09/01/36	\$ 49,965	\$ 43,844	\$ 93,810	\$ 7,425	\$ -	\$ -	\$ -	\$ 101,234
09/01/37	\$ 54,129	\$ 40,597	\$ 94,726	\$ 7,573	\$ -	\$ -	\$ -	\$ 102,299
09/01/38	\$ 58,293	\$ 37,078	\$ 95,371	\$ 7,725	\$ -	\$ -	\$ -	\$ 103,096
09/01/39	\$ 62,456	\$ 33,289	\$ 95,746	\$ 7,879	\$ -	\$ -	\$ -	\$ 103,625
09/01/40	\$ 62,456	\$ 29,230	\$ 91,686	\$ 8,037	\$ -	\$ -	\$ -	\$ 99,723
09/01/41	\$ 66,620	\$ 25,170	\$ 91,790	\$ 8,197	\$ -	\$ -	\$ -	\$ 99,988
09/01/42	\$ 70,784	\$ 20,840	\$ 91,624	\$ 8,361	\$ -	\$ -	\$ -	\$ 99,985
09/01/43	\$ 79,112	\$ 16,239	\$ 95,350	\$ 8,528	\$ -	\$ -	\$ -	\$ 103,879
09/01/44	\$ 83,275	\$ 11,096	\$ 94,372	\$ 8,699	\$ -	\$ -	\$ -	\$ 103,071
09/01/45	\$ 87,439	\$ 5,684	\$ 93,123	\$ 8,873	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,211,655	\$ 1,587,602	\$ 2,799,257	\$ 202,699	\$ 16,551	\$ 48,466	\$ 78,758	\$ 2,886,220

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-4 Annual Installments - Parcel No. 965726								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 173,231	\$ 173,231	\$ 10,990	\$ 5,330	\$ 7,995	\$ 173,231	\$ 24,316
09/01/17	\$ 36,634	\$ 173,231	\$ 209,864	\$ 11,210	\$ 5,330	\$ 7,995	\$ -	\$ 234,400
09/01/18	\$ 36,634	\$ 170,850	\$ 207,483	\$ 11,434	\$ 5,257	\$ 7,885	\$ -	\$ 232,060
09/01/19	\$ 36,634	\$ 168,469	\$ 205,102	\$ 11,663	\$ 5,184	\$ 7,775	\$ -	\$ 229,724
09/01/20	\$ 36,634	\$ 166,087	\$ 202,721	\$ 11,896	\$ 5,110	\$ 7,666	\$ -	\$ 227,393
09/01/21	\$ 45,792	\$ 163,706	\$ 209,498	\$ 12,134	\$ 5,037	\$ 7,556	\$ -	\$ 234,225
09/01/22	\$ 45,792	\$ 160,730	\$ 206,522	\$ 12,377	\$ 4,946	\$ 7,418	\$ -	\$ 231,262
09/01/23	\$ 45,792	\$ 157,753	\$ 203,545	\$ 12,624	\$ 211	\$ 7,281	\$ -	\$ 223,661
09/01/24	\$ 54,950	\$ 154,777	\$ 209,727	\$ 12,877	\$ -	\$ 7,144	\$ -	\$ 229,747
09/01/25	\$ 54,950	\$ 151,205	\$ 206,155	\$ 13,134	\$ -	\$ 6,979	\$ -	\$ 226,268
09/01/26	\$ 54,950	\$ 147,633	\$ 202,583	\$ 13,397	\$ -	\$ 6,814	\$ -	\$ 222,794
09/01/27	\$ 64,109	\$ 144,061	\$ 208,170	\$ 13,665	\$ -	\$ 6,649	\$ -	\$ 228,484
09/01/28	\$ 64,109	\$ 139,894	\$ 204,003	\$ 13,938	\$ -	\$ 6,457	\$ -	\$ 224,398
09/01/29	\$ 73,267	\$ 135,727	\$ 208,994	\$ 14,217	\$ -	\$ 6,264	\$ -	\$ 229,476
09/01/30	\$ 73,267	\$ 130,965	\$ 204,232	\$ 14,501	\$ -	\$ 4,726	\$ -	\$ 223,459
09/01/31	\$ 82,425	\$ 126,203	\$ 208,628	\$ 14,791	\$ -	\$ -	\$ -	\$ 223,419
09/01/32	\$ 82,425	\$ 120,845	\$ 203,270	\$ 15,087	\$ -	\$ -	\$ -	\$ 218,357
09/01/33	\$ 91,584	\$ 115,487	\$ 207,071	\$ 15,389	\$ -	\$ -	\$ -	\$ 222,460
09/01/34	\$ 100,742	\$ 109,534	\$ 210,277	\$ 15,697	\$ -	\$ -	\$ -	\$ 225,973
09/01/35	\$ 100,742	\$ 102,986	\$ 203,728	\$ 16,010	\$ -	\$ -	\$ -	\$ 219,739
09/01/36	\$ 109,901	\$ 96,438	\$ 206,338	\$ 16,331	\$ -	\$ -	\$ -	\$ 222,669
09/01/37	\$ 119,059	\$ 89,294	\$ 208,353	\$ 16,657	\$ -	\$ -	\$ -	\$ 225,011
09/01/38	\$ 128,217	\$ 81,555	\$ 209,773	\$ 16,990	\$ -	\$ -	\$ -	\$ 226,763
09/01/39	\$ 137,376	\$ 73,221	\$ 210,597	\$ 17,330	\$ -	\$ -	\$ -	\$ 227,927
09/01/40	\$ 137,376	\$ 64,292	\$ 201,668	\$ 17,677	\$ -	\$ -	\$ -	\$ 219,344
09/01/41	\$ 146,534	\$ 55,362	\$ 201,897	\$ 18,030	\$ -	\$ -	\$ -	\$ 219,927
09/01/42	\$ 155,693	\$ 45,838	\$ 201,530	\$ 18,391	\$ -	\$ -	\$ -	\$ 219,921
09/01/43	\$ 174,009	\$ 35,718	\$ 209,727	\$ 18,759	\$ -	\$ -	\$ -	\$ 228,486
09/01/44	\$ 183,168	\$ 24,407	\$ 207,575	\$ 19,134	\$ -	\$ -	\$ -	\$ 226,709
09/01/45	\$ 192,326	\$ 12,501	\$ 204,827	\$ 19,517	\$ -	\$ -	\$ -	\$ -
Totals	\$ 2,665,090	\$ 3,492,001	\$ 6,157,091	\$ 445,846	\$ 36,405	\$ 106,604	\$ 173,231	\$ 6,348,370

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-5 Annual Installments - Parcel No. 965771								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 63,266	\$ 63,266	\$ 4,014	\$ 1,947	\$ 2,920	\$ 63,266	\$ 8,880
09/01/17	\$ 13,379	\$ 63,266	\$ 76,645	\$ 4,094	\$ 1,947	\$ 2,920	\$ -	\$ 85,606
09/01/18	\$ 13,379	\$ 62,397	\$ 75,776	\$ 4,176	\$ 1,920	\$ 2,880	\$ -	\$ 84,751
09/01/19	\$ 13,379	\$ 61,527	\$ 74,906	\$ 4,259	\$ 1,893	\$ 2,840	\$ -	\$ 83,898
09/01/20	\$ 13,379	\$ 60,657	\$ 74,037	\$ 4,345	\$ 1,866	\$ 2,800	\$ -	\$ 83,047
09/01/21	\$ 16,724	\$ 59,788	\$ 76,512	\$ 4,431	\$ 1,840	\$ 2,759	\$ -	\$ 85,542
09/01/22	\$ 16,724	\$ 58,701	\$ 75,425	\$ 4,520	\$ 1,806	\$ 2,709	\$ -	\$ 84,460
09/01/23	\$ 16,724	\$ 57,614	\$ 74,338	\$ 4,611	\$ 77	\$ 2,659	\$ -	\$ 81,684
09/01/24	\$ 20,069	\$ 56,527	\$ 76,595	\$ 4,703	\$ -	\$ 2,609	\$ -	\$ 83,907
09/01/25	\$ 20,069	\$ 55,222	\$ 75,291	\$ 4,797	\$ -	\$ 2,549	\$ -	\$ 82,636
09/01/26	\$ 20,069	\$ 53,918	\$ 73,986	\$ 4,893	\$ -	\$ 2,489	\$ -	\$ 81,368
09/01/27	\$ 23,413	\$ 52,613	\$ 76,027	\$ 4,991	\$ -	\$ 2,428	\$ -	\$ 83,446
09/01/28	\$ 23,413	\$ 51,091	\$ 74,505	\$ 5,090	\$ -	\$ 2,358	\$ -	\$ 81,953
09/01/29	\$ 26,758	\$ 49,570	\$ 76,328	\$ 5,192	\$ -	\$ 2,288	\$ -	\$ 83,808
09/01/30	\$ 26,758	\$ 47,830	\$ 74,588	\$ 5,296	\$ -	\$ 1,726	\$ -	\$ 81,610
09/01/31	\$ 30,103	\$ 46,091	\$ 76,194	\$ 5,402	\$ -	\$ -	\$ -	\$ 81,596
09/01/32	\$ 30,103	\$ 44,134	\$ 74,237	\$ 5,510	\$ -	\$ -	\$ -	\$ 79,747
09/01/33	\$ 33,448	\$ 42,178	\$ 75,625	\$ 5,620	\$ -	\$ -	\$ -	\$ 81,245
09/01/34	\$ 36,792	\$ 40,003	\$ 76,796	\$ 5,733	\$ -	\$ -	\$ -	\$ 82,529
09/01/35	\$ 36,792	\$ 37,612	\$ 74,404	\$ 5,847	\$ -	\$ -	\$ -	\$ 80,252
09/01/36	\$ 40,137	\$ 35,220	\$ 75,358	\$ 5,964	\$ -	\$ -	\$ -	\$ 81,322
09/01/37	\$ 43,482	\$ 32,612	\$ 76,094	\$ 6,083	\$ -	\$ -	\$ -	\$ 82,177
09/01/38	\$ 46,827	\$ 29,785	\$ 76,612	\$ 6,205	\$ -	\$ -	\$ -	\$ 82,817
09/01/39	\$ 50,172	\$ 26,741	\$ 76,913	\$ 6,329	\$ -	\$ -	\$ -	\$ 83,242
09/01/40	\$ 50,172	\$ 23,480	\$ 73,652	\$ 6,456	\$ -	\$ -	\$ -	\$ 80,108
09/01/41	\$ 53,516	\$ 20,219	\$ 73,735	\$ 6,585	\$ -	\$ -	\$ -	\$ 80,320
09/01/42	\$ 56,861	\$ 16,741	\$ 73,602	\$ 6,717	\$ -	\$ -	\$ -	\$ 80,318
09/01/43	\$ 63,551	\$ 13,045	\$ 76,595	\$ 6,851	\$ -	\$ -	\$ -	\$ 83,446
09/01/44	\$ 66,895	\$ 8,914	\$ 75,809	\$ 6,988	\$ -	\$ -	\$ -	\$ 82,797
09/01/45	\$ 70,240	\$ 4,566	\$ 74,806	\$ 7,128	\$ -	\$ -	\$ -	\$ -
Totals	\$ 973,329	\$ 1,275,328	\$ 2,248,657	\$ 162,829	\$ 13,295	\$ 38,933	\$ 63,266	\$ 2,318,514

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-6 Annual Installments - Parcel No. 1498472								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 73,127	\$ 73,127	\$ 4,639	\$ 2,250	\$ 3,375	\$ 73,127	\$ 10,265
09/01/17	\$ 15,464	\$ 73,127	\$ 88,592	\$ 4,732	\$ 2,250	\$ 3,375	\$ -	\$ 98,949
09/01/18	\$ 15,464	\$ 72,122	\$ 87,587	\$ 4,827	\$ 2,219	\$ 3,329	\$ -	\$ 97,961
09/01/19	\$ 15,464	\$ 71,117	\$ 86,581	\$ 4,923	\$ 2,188	\$ 3,282	\$ -	\$ 96,975
09/01/20	\$ 15,464	\$ 70,112	\$ 85,576	\$ 5,022	\$ 2,157	\$ 3,236	\$ -	\$ 95,991
09/01/21	\$ 19,331	\$ 69,107	\$ 88,437	\$ 5,122	\$ 2,126	\$ 3,190	\$ -	\$ 98,875
09/01/22	\$ 19,331	\$ 67,850	\$ 87,181	\$ 5,225	\$ 2,088	\$ 3,132	\$ -	\$ 97,625
09/01/23	\$ 19,331	\$ 66,594	\$ 85,924	\$ 5,329	\$ 89	\$ 3,074	\$ -	\$ 94,416
09/01/24	\$ 23,197	\$ 65,337	\$ 88,534	\$ 5,436	\$ -	\$ 3,016	\$ -	\$ 96,985
09/01/25	\$ 23,197	\$ 63,829	\$ 87,026	\$ 5,544	\$ -	\$ 2,946	\$ -	\$ 95,516
09/01/26	\$ 23,197	\$ 62,322	\$ 85,518	\$ 5,655	\$ -	\$ 2,876	\$ -	\$ 94,050
09/01/27	\$ 27,063	\$ 60,814	\$ 87,877	\$ 5,768	\$ -	\$ 2,807	\$ -	\$ 96,452
09/01/28	\$ 27,063	\$ 59,055	\$ 86,118	\$ 5,884	\$ -	\$ 2,726	\$ -	\$ 94,727
09/01/29	\$ 30,929	\$ 57,296	\$ 88,225	\$ 6,001	\$ -	\$ 2,644	\$ -	\$ 96,870
09/01/30	\$ 30,929	\$ 55,285	\$ 86,214	\$ 6,121	\$ -	\$ 1,995	\$ -	\$ 94,331
09/01/31	\$ 34,795	\$ 53,275	\$ 88,070	\$ 6,244	\$ -	\$ -	\$ -	\$ 94,314
09/01/32	\$ 34,795	\$ 51,013	\$ 85,808	\$ 6,369	\$ -	\$ -	\$ -	\$ 92,177
09/01/33	\$ 38,661	\$ 48,752	\$ 87,413	\$ 6,496	\$ -	\$ -	\$ -	\$ 93,909
09/01/34	\$ 42,527	\$ 46,239	\$ 88,766	\$ 6,626	\$ -	\$ -	\$ -	\$ 95,392
09/01/35	\$ 42,527	\$ 43,474	\$ 86,002	\$ 6,759	\$ -	\$ -	\$ -	\$ 92,760
09/01/36	\$ 46,393	\$ 40,710	\$ 87,103	\$ 6,894	\$ -	\$ -	\$ -	\$ 93,997
09/01/37	\$ 50,259	\$ 37,695	\$ 87,954	\$ 7,032	\$ -	\$ -	\$ -	\$ 94,986
09/01/38	\$ 54,125	\$ 34,428	\$ 88,553	\$ 7,172	\$ -	\$ -	\$ -	\$ 95,725
09/01/39	\$ 57,992	\$ 30,910	\$ 88,901	\$ 7,316	\$ -	\$ -	\$ -	\$ 96,217
09/01/40	\$ 57,992	\$ 27,140	\$ 85,132	\$ 7,462	\$ -	\$ -	\$ -	\$ 92,594
09/01/41	\$ 61,858	\$ 23,371	\$ 85,228	\$ 7,611	\$ -	\$ -	\$ -	\$ 92,840
09/01/42	\$ 65,724	\$ 19,350	\$ 85,074	\$ 7,764	\$ -	\$ -	\$ -	\$ 92,837
09/01/43	\$ 73,456	\$ 15,078	\$ 88,534	\$ 7,919	\$ -	\$ -	\$ -	\$ 96,453
09/01/44	\$ 77,322	\$ 10,303	\$ 87,625	\$ 8,077	\$ -	\$ -	\$ -	\$ 95,702
09/01/45	\$ 81,188	\$ 5,277	\$ 86,465	\$ 8,239	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,125,037	\$ 1,474,108	\$ 2,599,145	\$ 188,209	\$ 15,368	\$ 45,001	\$ 73,127	\$ 2,679,891

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-7
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 4,729	\$ 4,729	\$ 300	\$ 146	\$ 218	\$ 4,729	\$ 664
09/01/17	\$ 1,000	\$ 4,729	\$ 5,729	\$ 306	\$ 146	\$ 218	\$ -	\$ 6,399
09/01/18	\$ 1,000	\$ 4,664	\$ 5,664	\$ 312	\$ 144	\$ 215	\$ -	\$ 6,335
09/01/19	\$ 1,000	\$ 4,599	\$ 5,599	\$ 318	\$ 142	\$ 212	\$ -	\$ 6,271
09/01/20	\$ 1,000	\$ 4,534	\$ 5,534	\$ 325	\$ 140	\$ 209	\$ -	\$ 6,207
09/01/21	\$ 1,250	\$ 4,469	\$ 5,719	\$ 331	\$ 138	\$ 206	\$ -	\$ 6,394
09/01/22	\$ 1,250	\$ 4,388	\$ 5,638	\$ 338	\$ 135	\$ 203	\$ -	\$ 6,313
09/01/23	\$ 1,250	\$ 4,306	\$ 5,556	\$ 345	\$ 6	\$ 199	\$ -	\$ 6,105
09/01/24	\$ 1,500	\$ 4,225	\$ 5,725	\$ 351	\$ -	\$ 195	\$ -	\$ 6,271
09/01/25	\$ 1,500	\$ 4,128	\$ 5,628	\$ 359	\$ -	\$ 191	\$ -	\$ 6,177
09/01/26	\$ 1,500	\$ 4,030	\$ 5,530	\$ 366	\$ -	\$ 186	\$ -	\$ 6,082
09/01/27	\$ 1,750	\$ 3,933	\$ 5,683	\$ 373	\$ -	\$ 182	\$ -	\$ 6,237
09/01/28	\$ 1,750	\$ 3,819	\$ 5,569	\$ 380	\$ -	\$ 176	\$ -	\$ 6,125
09/01/29	\$ 2,000	\$ 3,705	\$ 5,705	\$ 388	\$ -	\$ 171	\$ -	\$ 6,264
09/01/30	\$ 2,000	\$ 3,575	\$ 5,575	\$ 396	\$ -	\$ 129	\$ -	\$ 6,100
09/01/31	\$ 2,250	\$ 3,445	\$ 5,695	\$ 404	\$ -	\$ -	\$ -	\$ 6,099
09/01/32	\$ 2,250	\$ 3,299	\$ 5,549	\$ 412	\$ -	\$ -	\$ -	\$ 5,961
09/01/33	\$ 2,500	\$ 3,153	\$ 5,653	\$ 420	\$ -	\$ -	\$ -	\$ 6,073
09/01/34	\$ 2,750	\$ 2,990	\$ 5,740	\$ 428	\$ -	\$ -	\$ -	\$ 6,168
09/01/35	\$ 2,750	\$ 2,811	\$ 5,561	\$ 437	\$ -	\$ -	\$ -	\$ 5,998
09/01/36	\$ 3,000	\$ 2,633	\$ 5,633	\$ 446	\$ -	\$ -	\$ -	\$ 6,078
09/01/37	\$ 3,250	\$ 2,438	\$ 5,688	\$ 455	\$ -	\$ -	\$ -	\$ 6,142
09/01/38	\$ 3,500	\$ 2,226	\$ 5,726	\$ 464	\$ -	\$ -	\$ -	\$ 6,190
09/01/39	\$ 3,750	\$ 1,999	\$ 5,749	\$ 473	\$ -	\$ -	\$ -	\$ 6,222
09/01/40	\$ 3,750	\$ 1,755	\$ 5,505	\$ 483	\$ -	\$ -	\$ -	\$ 5,988
09/01/41	\$ 4,000	\$ 1,511	\$ 5,511	\$ 492	\$ -	\$ -	\$ -	\$ 6,003
09/01/42	\$ 4,250	\$ 1,251	\$ 5,501	\$ 502	\$ -	\$ -	\$ -	\$ 6,003
09/01/43	\$ 4,750	\$ 975	\$ 5,725	\$ 512	\$ -	\$ -	\$ -	\$ 6,237
09/01/44	\$ 5,000	\$ 666	\$ 5,666	\$ 522	\$ -	\$ -	\$ -	\$ 6,189
09/01/45	\$ 5,250	\$ 341	\$ 5,591	\$ 533	\$ -	\$ -	\$ -	\$ -
Totals	\$ 72,750	\$ 95,323	\$ 168,073	\$ 12,170	\$ 994	\$ 2,910	\$ 4,729	\$ 173,294

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.50% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

Appendix B Special Assessment by Parcel				
Parcel	Owner	Estimated Assessable Units	PID Bond Special Assessment	
2122501	Hillwood Communities	209	\$	4,226,319
965735	Hillwood Communities	81	\$	1,441,431
HOA	Hillwood Communities	-	\$	57,250
Totals		290	\$	5,725,000
Note: Preliminary and subject to change				

Appendix B-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 343,500	\$ 343,500	\$ 30,000	\$ 11,450	\$ 17,175	\$ 343,500	\$ 58,625
09/01/17	\$ 75,000	\$ 343,500	\$ 418,500	\$ 30,600	\$ 11,450	\$ 17,175	\$ -	\$ 477,725
09/01/18	\$ 75,000	\$ 339,000	\$ 414,000	\$ 31,212	\$ 11,300	\$ 16,950	\$ -	\$ 473,462
09/01/19	\$ 100,000	\$ 334,500	\$ 434,500	\$ 31,836	\$ 11,150	\$ 16,725	\$ -	\$ 494,211
09/01/20	\$ 100,000	\$ 328,500	\$ 428,500	\$ 32,473	\$ 10,950	\$ 16,425	\$ -	\$ 488,348
09/01/21	\$ 100,000	\$ 322,500	\$ 422,500	\$ 33,122	\$ 10,750	\$ 16,125	\$ -	\$ 482,497
09/01/22	\$ 100,000	\$ 316,500	\$ 416,500	\$ 33,785	\$ 10,550	\$ 15,825	\$ -	\$ 476,660
09/01/23	\$ 100,000	\$ 310,500	\$ 410,500	\$ 34,461	\$ 25	\$ 15,525	\$ -	\$ 460,511
09/01/24	\$ 125,000	\$ 304,500	\$ 429,500	\$ 35,150	\$ -	\$ 15,225	\$ -	\$ 479,875
09/01/25	\$ 125,000	\$ 297,000	\$ 422,000	\$ 35,853	\$ -	\$ 14,850	\$ -	\$ 472,703
09/01/26	\$ 125,000	\$ 289,500	\$ 414,500	\$ 36,570	\$ -	\$ 14,475	\$ -	\$ 465,545
09/01/27	\$ 150,000	\$ 282,000	\$ 432,000	\$ 37,301	\$ -	\$ 14,100	\$ -	\$ 483,401
09/01/28	\$ 150,000	\$ 273,000	\$ 423,000	\$ 38,047	\$ -	\$ 13,650	\$ -	\$ 474,697
09/01/29	\$ 150,000	\$ 264,000	\$ 414,000	\$ 38,808	\$ -	\$ 13,200	\$ -	\$ 466,008
09/01/30	\$ 175,000	\$ 255,000	\$ 430,000	\$ 39,584	\$ -	\$ 11,575	\$ -	\$ 481,159
09/01/31	\$ 175,000	\$ 244,500	\$ 419,500	\$ 40,376	\$ -	\$ -	\$ -	\$ 459,876
09/01/32	\$ 175,000	\$ 234,000	\$ 409,000	\$ 41,184	\$ -	\$ -	\$ -	\$ 450,184
09/01/33	\$ 200,000	\$ 223,500	\$ 423,500	\$ 42,007	\$ -	\$ -	\$ -	\$ 465,507
09/01/34	\$ 200,000	\$ 211,500	\$ 411,500	\$ 42,847	\$ -	\$ -	\$ -	\$ 454,347
09/01/35	\$ 225,000	\$ 199,500	\$ 424,500	\$ 43,704	\$ -	\$ -	\$ -	\$ 468,204
09/01/36	\$ 225,000	\$ 186,000	\$ 411,000	\$ 44,578	\$ -	\$ -	\$ -	\$ 455,578
09/01/37	\$ 250,000	\$ 172,500	\$ 422,500	\$ 45,470	\$ -	\$ -	\$ -	\$ 467,970
09/01/38	\$ 275,000	\$ 157,500	\$ 432,500	\$ 46,379	\$ -	\$ -	\$ -	\$ 478,879
09/01/39	\$ 275,000	\$ 141,000	\$ 416,000	\$ 47,307	\$ -	\$ -	\$ -	\$ 463,307
09/01/40	\$ 300,000	\$ 124,500	\$ 424,500	\$ 48,253	\$ -	\$ -	\$ -	\$ 472,753
09/01/41	\$ 325,000	\$ 106,500	\$ 431,500	\$ 49,218	\$ -	\$ -	\$ -	\$ 480,718
09/01/42	\$ 325,000	\$ 87,000	\$ 412,000	\$ 50,203	\$ -	\$ -	\$ -	\$ 462,203
09/01/43	\$ 350,000	\$ 67,500	\$ 417,500	\$ 51,207	\$ -	\$ -	\$ -	\$ 468,707
09/01/44	\$ 375,000	\$ 46,500	\$ 421,500	\$ 52,231	\$ -	\$ -	\$ -	\$ 473,731
09/01/45	\$ 400,000	\$ 24,000	\$ 424,000	\$ 53,275	\$ -	\$ -	\$ -	\$ -
Totals	\$ 5,725,000	\$ 6,829,500	\$ 12,554,500	\$ 1,217,042	\$ 77,625	\$ 229,000	\$ 343,500	\$ 13,257,392

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-2 Annual Installments - Parcel No. 2122501								
Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 253,579	\$ 253,579	\$ 22,147	\$ 8,453	\$ 12,679	\$ 253,579	\$ 43,278
09/01/17	\$ 55,367	\$ 253,579	\$ 308,946	\$ 22,590	\$ 8,453	\$ 12,679	\$ -	\$ 352,667
09/01/18	\$ 55,367	\$ 250,257	\$ 305,624	\$ 23,041	\$ 8,342	\$ 12,513	\$ -	\$ 349,520
09/01/19	\$ 73,822	\$ 246,935	\$ 320,757	\$ 23,502	\$ 8,231	\$ 12,347	\$ -	\$ 364,837
09/01/20	\$ 73,822	\$ 242,506	\$ 316,328	\$ 23,972	\$ 8,084	\$ 12,125	\$ -	\$ 360,509
09/01/21	\$ 73,822	\$ 238,076	\$ 311,899	\$ 24,452	\$ 7,936	\$ 11,904	\$ -	\$ 356,190
09/01/22	\$ 73,822	\$ 233,647	\$ 307,469	\$ 24,941	\$ 7,788	\$ 11,682	\$ -	\$ 351,881
09/01/23	\$ 73,822	\$ 229,218	\$ 303,040	\$ 25,440	\$ 18	\$ 11,461	\$ -	\$ 339,959
09/01/24	\$ 92,278	\$ 224,788	\$ 317,066	\$ 25,948	\$ -	\$ 11,239	\$ -	\$ 354,254
09/01/25	\$ 92,278	\$ 219,252	\$ 311,530	\$ 26,467	\$ -	\$ 10,963	\$ -	\$ 348,959
09/01/26	\$ 92,278	\$ 213,715	\$ 305,993	\$ 26,997	\$ -	\$ 10,686	\$ -	\$ 343,675
09/01/27	\$ 110,733	\$ 208,179	\$ 318,912	\$ 27,537	\$ -	\$ 10,409	\$ -	\$ 356,857
09/01/28	\$ 110,733	\$ 201,535	\$ 312,268	\$ 28,087	\$ -	\$ 10,077	\$ -	\$ 350,432
09/01/29	\$ 110,733	\$ 194,891	\$ 305,624	\$ 28,649	\$ -	\$ 9,745	\$ -	\$ 344,017
09/01/30	\$ 129,189	\$ 188,247	\$ 317,435	\$ 29,222	\$ -	\$ 8,545	\$ -	\$ 355,202
09/01/31	\$ 129,189	\$ 180,495	\$ 309,684	\$ 29,806	\$ -	\$ -	\$ -	\$ 339,490
09/01/32	\$ 129,189	\$ 172,744	\$ 301,933	\$ 30,403	\$ -	\$ -	\$ -	\$ 332,335
09/01/33	\$ 147,644	\$ 164,993	\$ 312,637	\$ 31,011	\$ -	\$ -	\$ -	\$ 343,648
09/01/34	\$ 147,644	\$ 156,134	\$ 303,778	\$ 31,631	\$ -	\$ -	\$ -	\$ 335,409
09/01/35	\$ 166,100	\$ 147,275	\$ 313,375	\$ 32,263	\$ -	\$ -	\$ -	\$ 345,639
09/01/36	\$ 166,100	\$ 137,309	\$ 303,409	\$ 32,909	\$ -	\$ -	\$ -	\$ 336,318
09/01/37	\$ 184,555	\$ 127,343	\$ 311,899	\$ 33,567	\$ -	\$ -	\$ -	\$ 345,466
09/01/38	\$ 203,011	\$ 116,270	\$ 319,281	\$ 34,238	\$ -	\$ -	\$ -	\$ 353,519
09/01/39	\$ 203,011	\$ 104,089	\$ 307,100	\$ 34,923	\$ -	\$ -	\$ -	\$ 342,023
09/01/40	\$ 221,467	\$ 91,909	\$ 313,375	\$ 35,621	\$ -	\$ -	\$ -	\$ 348,997
09/01/41	\$ 239,922	\$ 78,621	\$ 318,543	\$ 36,334	\$ -	\$ -	\$ -	\$ 354,877
09/01/42	\$ 239,922	\$ 64,225	\$ 304,147	\$ 37,061	\$ -	\$ -	\$ -	\$ 341,208
09/01/43	\$ 258,378	\$ 49,830	\$ 308,208	\$ 37,802	\$ -	\$ -	\$ -	\$ 346,009
09/01/44	\$ 276,833	\$ 34,327	\$ 311,160	\$ 38,558	\$ -	\$ -	\$ -	\$ 349,718
09/01/45	\$ 295,289	\$ 17,717	\$ 313,006	\$ 39,329	\$ -	\$ -	\$ -	\$ -
Totals	\$ 4,226,319	\$ 5,041,685	\$ 9,268,004	\$ 898,447	\$ 57,304	\$ 169,053	\$ 253,579	\$ 9,786,894

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-3
Annual Installments - Parcel No. 965735

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 86,486	\$ 86,486	\$ 7,553	\$ 2,883	\$ 4,324	\$ 86,486	\$ 14,761
09/01/17	\$ 18,883	\$ 86,486	\$ 105,369	\$ 7,704	\$ 2,883	\$ 4,324	\$ -	\$ 120,281
09/01/18	\$ 18,883	\$ 85,353	\$ 104,236	\$ 7,859	\$ 2,845	\$ 4,268	\$ -	\$ 119,207
09/01/19	\$ 25,178	\$ 84,220	\$ 109,398	\$ 8,016	\$ 2,807	\$ 4,211	\$ -	\$ 124,432
09/01/20	\$ 25,178	\$ 82,709	\$ 107,887	\$ 8,176	\$ 2,757	\$ 4,135	\$ -	\$ 122,955
09/01/21	\$ 25,178	\$ 81,199	\$ 106,376	\$ 8,340	\$ 2,707	\$ 4,060	\$ -	\$ 121,482
09/01/22	\$ 25,178	\$ 79,688	\$ 104,866	\$ 8,506	\$ 2,656	\$ 3,984	\$ -	\$ 120,013
09/01/23	\$ 25,178	\$ 78,177	\$ 103,355	\$ 8,676	\$ 6	\$ 3,909	\$ -	\$ 115,947
09/01/24	\$ 31,472	\$ 76,667	\$ 108,139	\$ 8,850	\$ -	\$ 3,833	\$ -	\$ 120,822
09/01/25	\$ 31,472	\$ 74,778	\$ 106,250	\$ 9,027	\$ -	\$ 3,739	\$ -	\$ 119,016
09/01/26	\$ 31,472	\$ 72,890	\$ 104,362	\$ 9,207	\$ -	\$ 3,644	\$ -	\$ 117,214
09/01/27	\$ 37,767	\$ 71,001	\$ 108,768	\$ 9,392	\$ -	\$ 3,550	\$ -	\$ 121,710
09/01/28	\$ 37,767	\$ 68,735	\$ 106,502	\$ 9,579	\$ -	\$ 3,437	\$ -	\$ 119,518
09/01/29	\$ 37,767	\$ 66,469	\$ 104,236	\$ 9,771	\$ -	\$ 3,323	\$ -	\$ 117,331
09/01/30	\$ 44,061	\$ 64,203	\$ 108,265	\$ 9,966	\$ -	\$ 2,914	\$ -	\$ 121,146
09/01/31	\$ 44,061	\$ 61,560	\$ 105,621	\$ 10,166	\$ -	\$ -	\$ -	\$ 115,787
09/01/32	\$ 44,061	\$ 58,916	\$ 102,977	\$ 10,369	\$ -	\$ -	\$ -	\$ 113,346
09/01/33	\$ 50,356	\$ 56,272	\$ 106,628	\$ 10,577	\$ -	\$ -	\$ -	\$ 117,205
09/01/34	\$ 50,356	\$ 53,251	\$ 103,607	\$ 10,788	\$ -	\$ -	\$ -	\$ 114,395
09/01/35	\$ 56,650	\$ 50,230	\$ 106,880	\$ 11,004	\$ -	\$ -	\$ -	\$ 117,884
09/01/36	\$ 56,650	\$ 46,831	\$ 103,481	\$ 11,224	\$ -	\$ -	\$ -	\$ 114,705
09/01/37	\$ 62,945	\$ 43,432	\$ 106,376	\$ 11,448	\$ -	\$ -	\$ -	\$ 117,825
09/01/38	\$ 69,239	\$ 39,655	\$ 108,894	\$ 11,677	\$ -	\$ -	\$ -	\$ 120,571
09/01/39	\$ 69,239	\$ 35,501	\$ 104,740	\$ 11,911	\$ -	\$ -	\$ -	\$ 116,651
09/01/40	\$ 75,533	\$ 31,346	\$ 106,880	\$ 12,149	\$ -	\$ -	\$ -	\$ 119,029
09/01/41	\$ 81,828	\$ 26,814	\$ 108,642	\$ 12,392	\$ -	\$ -	\$ -	\$ 121,034
09/01/42	\$ 81,828	\$ 21,905	\$ 103,733	\$ 12,640	\$ -	\$ -	\$ -	\$ 116,373
09/01/43	\$ 88,122	\$ 16,995	\$ 105,117	\$ 12,893	\$ -	\$ -	\$ -	\$ 118,010
09/01/44	\$ 94,417	\$ 11,708	\$ 106,125	\$ 13,151	\$ -	\$ -	\$ -	\$ 119,275
09/01/45	\$ 100,711	\$ 6,043	\$ 106,754	\$ 13,414	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,441,431	\$ 1,719,520	\$ 3,160,951	\$ 306,425	\$ 19,544	\$ 57,657	\$ 86,486	\$ 3,337,924

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-4
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service					
09/01/16	\$ -	\$ 3,435	\$ 3,435	\$ 300	\$ 115	\$ 172	\$ 3,435	\$ 586
09/01/17	\$ 750	\$ 3,435	\$ 4,185	\$ 306	\$ 115	\$ 172	\$ -	\$ 4,777
09/01/18	\$ 750	\$ 3,390	\$ 4,140	\$ 312	\$ 113	\$ 170	\$ -	\$ 4,735
09/01/19	\$ 1,000	\$ 3,345	\$ 4,345	\$ 318	\$ 112	\$ 167	\$ -	\$ 4,942
09/01/20	\$ 1,000	\$ 3,285	\$ 4,285	\$ 325	\$ 110	\$ 164	\$ -	\$ 4,883
09/01/21	\$ 1,000	\$ 3,225	\$ 4,225	\$ 331	\$ 108	\$ 161	\$ -	\$ 4,825
09/01/22	\$ 1,000	\$ 3,165	\$ 4,165	\$ 338	\$ 106	\$ 158	\$ -	\$ 4,767
09/01/23	\$ 1,000	\$ 3,105	\$ 4,105	\$ 345	\$ 0	\$ 155	\$ -	\$ 4,605
09/01/24	\$ 1,250	\$ 3,045	\$ 4,295	\$ 351	\$ -	\$ 152	\$ -	\$ 4,799
09/01/25	\$ 1,250	\$ 2,970	\$ 4,220	\$ 359	\$ -	\$ 149	\$ -	\$ 4,727
09/01/26	\$ 1,250	\$ 2,895	\$ 4,145	\$ 366	\$ -	\$ 145	\$ -	\$ 4,655
09/01/27	\$ 1,500	\$ 2,820	\$ 4,320	\$ 373	\$ -	\$ 141	\$ -	\$ 4,834
09/01/28	\$ 1,500	\$ 2,730	\$ 4,230	\$ 380	\$ -	\$ 137	\$ -	\$ 4,747
09/01/29	\$ 1,500	\$ 2,640	\$ 4,140	\$ 388	\$ -	\$ 132	\$ -	\$ 4,660
09/01/30	\$ 1,750	\$ 2,550	\$ 4,300	\$ 396	\$ -	\$ 116	\$ -	\$ 4,812
09/01/31	\$ 1,750	\$ 2,445	\$ 4,195	\$ 404	\$ -	\$ -	\$ -	\$ 4,599
09/01/32	\$ 1,750	\$ 2,340	\$ 4,090	\$ 412	\$ -	\$ -	\$ -	\$ 4,502
09/01/33	\$ 2,000	\$ 2,235	\$ 4,235	\$ 420	\$ -	\$ -	\$ -	\$ 4,655
09/01/34	\$ 2,000	\$ 2,115	\$ 4,115	\$ 428	\$ -	\$ -	\$ -	\$ 4,543
09/01/35	\$ 2,250	\$ 1,995	\$ 4,245	\$ 437	\$ -	\$ -	\$ -	\$ 4,682
09/01/36	\$ 2,250	\$ 1,860	\$ 4,110	\$ 446	\$ -	\$ -	\$ -	\$ 4,556
09/01/37	\$ 2,500	\$ 1,725	\$ 4,225	\$ 455	\$ -	\$ -	\$ -	\$ 4,680
09/01/38	\$ 2,750	\$ 1,575	\$ 4,325	\$ 464	\$ -	\$ -	\$ -	\$ 4,789
09/01/39	\$ 2,750	\$ 1,410	\$ 4,160	\$ 473	\$ -	\$ -	\$ -	\$ 4,633
09/01/40	\$ 3,000	\$ 1,245	\$ 4,245	\$ 483	\$ -	\$ -	\$ -	\$ 4,728
09/01/41	\$ 3,250	\$ 1,065	\$ 4,315	\$ 492	\$ -	\$ -	\$ -	\$ 4,807
09/01/42	\$ 3,250	\$ 870	\$ 4,120	\$ 502	\$ -	\$ -	\$ -	\$ 4,622
09/01/43	\$ 3,500	\$ 675	\$ 4,175	\$ 512	\$ -	\$ -	\$ -	\$ 4,687
09/01/44	\$ 3,750	\$ 465	\$ 4,215	\$ 522	\$ -	\$ -	\$ -	\$ 4,737
09/01/45	\$ 4,000	\$ 240	\$ 4,240	\$ 533	\$ -	\$ -	\$ -	\$ -
Totals	\$ 57,250	\$ 68,295	\$ 125,545	\$ 12,170	\$ 776	\$ 2,290	\$ 3,435	\$ 132,574

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.00% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix C

City Contributed Major Improvement Assessment Roll

Appendix C Special Assessment by Area			
Area	Area % Share of Special Assessment	Special Assessment	
MIA	77%	\$	1,622,589
NIA#1	23%	\$	497,411
Totals	100%	\$	2,120,000
Note: Preliminary and subject to change			

Appendix C-1
Annual Installments - All Areas

Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 85,791	\$ 85,791
09/30/17	\$ -	\$ 102,552	\$ 102,552
09/30/18	\$ 80,000	\$ 90,483	\$ 170,483
09/30/19	\$ 85,000	\$ 88,520	\$ 173,520
09/30/20	\$ 85,000	\$ 86,189	\$ 171,189
09/30/21	\$ 90,000	\$ 83,617	\$ 173,617
09/30/22	\$ 100,000	\$ 80,603	\$ 180,603
09/30/23	\$ 100,000	\$ 77,001	\$ 177,001
09/30/24	\$ 105,000	\$ 73,188	\$ 178,188
09/30/25	\$ 110,000	\$ 69,047	\$ 179,047
09/30/26	\$ 115,000	\$ 64,539	\$ 179,539
09/30/27	\$ 115,000	\$ 59,637	\$ 174,637
09/30/28	\$ 120,000	\$ 54,506	\$ 174,506
09/30/29	\$ 125,000	\$ 49,018	\$ 174,018
09/30/30	\$ 130,000	\$ 43,213	\$ 173,213
09/30/31	\$ 140,000	\$ 37,116	\$ 177,116
09/30/32	\$ 145,000	\$ 30,458	\$ 175,458
09/30/33	\$ 150,000	\$ 23,470	\$ 173,470
09/30/34	\$ 155,000	\$ 16,130	\$ 171,130
09/30/35	\$ 170,000	\$ 8,469	\$ 178,469
Totals	\$ 2,120,000	\$ 1,223,543	\$ 3,343,543

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix C-2
Annual Installments - MIA

Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 65,662	\$ 65,662
09/30/17	\$ -	\$ 78,490	\$ 78,490
09/30/18	\$ 61,230	\$ 69,253	\$ 130,483
09/30/19	\$ 65,057	\$ 67,750	\$ 132,807
09/30/20	\$ 65,057	\$ 65,966	\$ 131,023
09/30/21	\$ 68,883	\$ 63,998	\$ 132,882
09/30/22	\$ 76,537	\$ 61,691	\$ 138,229
09/30/23	\$ 76,537	\$ 58,934	\$ 135,472
09/30/24	\$ 80,364	\$ 56,016	\$ 136,380
09/30/25	\$ 84,191	\$ 52,847	\$ 137,038
09/30/26	\$ 88,018	\$ 49,396	\$ 137,414
09/30/27	\$ 88,018	\$ 45,645	\$ 133,662
09/30/28	\$ 91,845	\$ 41,717	\$ 133,562
09/30/29	\$ 95,672	\$ 37,517	\$ 133,188
09/30/30	\$ 99,498	\$ 33,074	\$ 132,572
09/30/31	\$ 107,152	\$ 28,407	\$ 135,559
09/30/32	\$ 110,979	\$ 23,311	\$ 134,290
09/30/33	\$ 114,806	\$ 17,963	\$ 132,769
09/30/34	\$ 118,633	\$ 12,345	\$ 130,978
09/30/35	\$ 130,113	\$ 6,482	\$ 136,595
Totals	\$ 1,622,589	\$ 936,466	\$ 2,559,055

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix C-3
Annual Installments - NIA

Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 20,129	\$ 20,129
09/30/17	\$ -	\$ 24,061	\$ 24,061
09/30/18	\$ 18,770	\$ 21,230	\$ 40,000
09/30/19	\$ 19,943	\$ 20,769	\$ 40,713
09/30/20	\$ 19,943	\$ 20,222	\$ 40,166
09/30/21	\$ 21,117	\$ 19,619	\$ 40,735
09/30/22	\$ 23,463	\$ 18,912	\$ 42,374
09/30/23	\$ 23,463	\$ 18,067	\$ 41,529
09/30/24	\$ 24,636	\$ 17,172	\$ 41,808
09/30/25	\$ 25,809	\$ 16,200	\$ 42,009
09/30/26	\$ 26,982	\$ 15,143	\$ 42,125
09/30/27	\$ 26,982	\$ 13,993	\$ 40,975
09/30/28	\$ 28,155	\$ 12,789	\$ 40,944
09/30/29	\$ 29,328	\$ 11,501	\$ 40,829
09/30/30	\$ 30,502	\$ 10,139	\$ 40,640
09/30/31	\$ 32,848	\$ 8,708	\$ 41,556
09/30/32	\$ 34,021	\$ 7,146	\$ 41,167
09/30/33	\$ 35,194	\$ 5,507	\$ 40,701
09/30/34	\$ 36,367	\$ 3,785	\$ 40,152
09/30/35	\$ 39,887	\$ 1,987	\$ 41,874
Totals	\$ 497,411	\$ 287,077	\$ 784,488

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix D

Legal Descriptions for Parcels within PID

400 Acres

BEING a tract of land situated in the William Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, being all of three tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695, 2005-005698 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of the centerline of County Road No. 84, and County Road No. 83, said point being the northwest corner of said The George White Family, as recorded in County Clerk's File No. 2005-005698;

THENCE North 89 degrees 09 minutes 29 seconds East, along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 1387.45 feet to a PK nail found for corner at the intersection of the centerline of said County Road No. 84 and County Road No. 86;

THENCE North 89 degrees 05 minutes 03 seconds East, along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner;

THENCE North 89 degrees 04 minutes 33 seconds East, along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap found for corner;

THENCE along the approximate centerline of County Road No. 84, the following courses and distances:

South 00 degrees 08 minutes 06 seconds East, a distance of 3039.07 feet to a PK nail found for corner;

South 00 degrees 07 minutes 47 seconds East, a distance of 2245.96 feet to a PK nail found 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 degrees 46 minutes 00 seconds 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 degrees 46 minutes 00 seconds West, a distance of 2338.62 feet to a 5/8" iron rod with "KHA" cap found at a re-entrant corner;

North 00 degrees 14 minutes 00 seconds West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap found at a re-entrant corner;

South 89 degrees 46 minutes 00 seconds West, a distance of 878.58 feet to a 5/8" iron rod with "KHA" cap found 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 degrees 38 minutes 30 seconds West, along said right-of-way corner clip, a distance of 128.18 feet to a 5/8" iron rod with "KHA" cap found for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89 degrees 46 minutes 00 seconds West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet to a PK nail found for corner in the approximate centerline of County Road No. 83;

THENCE North 00 degrees 57 minutes 08 seconds West, departing the north right-of-way line of F.M. 1461, along the west line of the George White Family tract and in the approximate centerline of County Road No. 83, a distance of 3170.10 feet to a 1" iron rod found for corner at the most westerly northwest corner of the George White Family tract as recorded in No. 2005-5695;

THENCE North 89 degrees 11 minutes 16 seconds East, along the north line of the George White Family tract, a distance of 197.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of the George White Family tract as recorded in No. 2005-5698;

THENCE along the west line of the last mentioned George White Family tract, the following courses and distances:

North 01 degrees 09 minutes 33 seconds West, a distance of 1044.51 feet to a PK nail found at an angle point;

North 01 degrees 10 minutes 48 seconds West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.523 acres 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 E

Parcel Map



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 November 10, 2015 at 6:00 p.m. at 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 Wells South Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The proposed Authorized Improvements to be undertaken at this time ("Major Improvements and the Neighborhood Improvement Area #1 Improvements") include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the creation of the District.

The total costs of the Major Improvements and the Neighborhood Improvement Area #1 Improvements, including the costs of creating the District and issuing the bonds, is **[\$15,009,000]**. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional **[\$27,441,000]**.

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 assessment within the District will be considered at the public hearing.

A copy of the Major Improvement Area Assessment Roll relating to the Major Improvements, the City Contributed Major Improvement Assessment Roll relating to the City Contributed Major Improvements, and the Neighborhood Improvement Area #1 Assessment Roll relating to the portion of the Major Improvements allocated to Neighborhood Improvement Area #1 and Neighborhood Improvement Area #1 Improvements (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against each parcel in the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: December 7, 2015
Re: Wells South Reimbursement Agreement Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the mayor to execute a Wells South Public Improvement District Reimbursement Agreement between the City of Celina, Texas and Celina Development, LLC. (Liebman)

Background Information:

At the September 17, 2015 Special Called Meeting, the City Council passed an Resolution creating the Wells South TIRZ, also known as City of Celina TIRZ Number Three. This item presents the plan for the reimbursement of project costs associated with the development of Wells South TIRZ Neighborhood Improvement Area (NIA #1) and the Major Improvement Area (MIA).

Legal Obligations and Review:

The Reimbursement Agreement Resolution has been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Resolution adopting the Wells South Reimbursement Agreement

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2015-__R

**A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING AND
AUTHORIZING THE MAYOR TO EXECUTE A WELLS SOUTH PUBLIC
IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT BETWEEN THE
CITY OF CELINA, TEXAS AND CELINA DEVELOPMENT, LLC**

WHEREAS, on July 14, 2015 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No. 2015-34R creating Wells South Public Improvement District; and

WHEREAS, the City desires to approve the "PID Reimbursement Agreement Wells South" between the City and Celina Development, LLC ("Reimbursement Agreement"); and

WHEREAS, the Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act and is an appropriate method of reimbursement for the costs associated with the construction and development of authorized improvements.

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

SECTION 1. THAT the findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. THAT the Reimbursement Agreement, which is attached hereto as Exhibit A, is approved and the Mayor is authorized to execute such Reimbursement Agreement on behalf of the City, Texas.

SECTION 3. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

Attachment: Resolution Approving Reimbursement Agreement (1353 : Wells South Reimbursement Agreement Resolution)

PASSED AND ADOPTED, this December 7, 2015.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Resolution Approving Reimbursement Agreement (1353 : Wells South Reimbursement Agreement Resolution)

EXHIBIT A
REIMBURSEMENT AGREEMENT

PID Reimbursement Agreement
Wells South

This Reimbursement Agreement (this "Agreement") is entered into by Celina Development, LLC (the "Developer") and the City of Celina, Texas (the "City"), to be effective December 7, 2015 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.1 WHEREAS, the Developer is a Texas limited liability company;

1.2 WHEREAS, the City is a Texas home-rule municipality;

1.3 WHEREAS, on July 14, 2015, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 400.524 contiguous acres within the City's extraterritorial jurisdiction that will be annexed into the City's corporate limits on December 7, 2015, which land is described in the PID Creation Resolution;

1.4 WHEREAS, on December 7, 2015, the City Council passed and approved an Assessment Ordinance;

1.5 WHEREAS, the December 7, 2015, Assessment Ordinance approved the SAP;

1.6 WHEREAS, the SAP identifies Public Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.7 WHEREAS, the SAP estimates the Actual Costs of the Public Improvements;

1.8 WHEREAS, the Assessed Property is being developed in phases;

1.9 WHEREAS, the SAP determines and apportions the Actual Costs of the Public Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Public Improvements confer upon the Assessed Property;

1.10 WHEREAS, an Assessment Ordinance levied the Actual Costs of the Public Improvements as Special Assessments against the Assessed Property in the amounts set forth on an Assessment Roll;

1.11 WHEREAS, Special Assessments and Annual Installments are due and payable as described in the SAP;

1.12 WHEREAS, Annual Installments shall be billed and collected by the City;

1.13 WHEREAS, Assessment Revenue from the collection of Special Assessments and Annual Installments shall be deposited into the PID Pledged Revenue Fund if PID Bonds secured by such Special Assessments and Annual Installments are issued or into the PID Reimbursement Fund if no such PID Bonds are issued or such PID Bonds are no longer outstanding;

1.14 WHEREAS, Bond Proceeds shall be deposited into the PID Project Fund;

1.15 WHEREAS, the PID Project Fund shall only be used to pay Actual Costs;

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

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

1.18 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents

referenced in this Agreement (e.g., the SAP), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

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

SECTION 2. DEFINITIONS

- 2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.
- 2.2 "Actual Costs" are defined in the SAP.
- 2.3 "Agreement" is defined in the introductory paragraph.
- 2.4 "Administrative Expenses" are defined in the SAP.
- 2.5 "Annual Installment" is defined in the SAP.
- 2.6 "Assessed Property" is defined in the SAP.
- 2.7 "Assessment Ordinance" is defined in the SAP.
- 2.8 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Special Assessments.
- 2.9 "Assessment Roll" is defined in the SAP.
- 2.10 "Bond Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.
- 2.11 "Bond Proceeds" mean the proceeds derived from the issuance and sale of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Bond Indenture.
- 2.12 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a person approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the trustee named in any applicable Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the PID Project Fund. Each certificate shall include supporting documentation in the standard form

for City construction projects and evidence that the Public Improvements (or its completed segment) covered by the certificate have been inspected by the City.

2.13 "City" is defined in the introductory paragraph.

2.14 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein.

2.15 "City Council" means the governing body of the City.

2.16 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.17 "Default" is defined in Section 4.6.1.

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

2.19 "Developer" is defined in the introductory paragraph.

2.20 "Developer Advances" mean advances made by the Developer to pay Actual Costs.

2.21 "Effective Date" is defined in the introductory paragraph.

2.22 "Failure" is defined in Section 4.6.1.

2.23 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.24 "Party" and "Parties" are defined in the introductory paragraph.

2.25 "PID" is defined as the Wells South Public Improvement District created by the PID Creation Resolution.

2.26 "PID Bonds" are defined in the SAP.

2.27 "PID Creation Resolution" is defined as Resolution No. 2015-34R passed and approved by the City Council on July 14, 2015.

2.28 "PID Project Fund" means the fund established by the City under the Bond Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds.

2.29 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

2.30 "PID Pledged Revenue Fund" means the fund established by the City under the Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of the Special Assessments securing PID Bonds issued and still outstanding.

2.31 "Public Improvements" are defined in the SAP.

2.32 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.33 "SAP" is defined as the *Wells South Public Improvement District Service and Assessment Plan* approved as part of the December 7, 2015 Assessment Ordinance, as amended by City Council action.

2.34 "Special Assessment" is defined in the SAP

2.35 "Transfer" and "Transferee" are defined in Section 4.8.

SECTION 3. FUNDING PUBLIC IMPROVEMENTS

3.1 Fund Deposits. Until PID Bonds are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Special Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and immediately deposit into the PID Pledged Revenue Fund all Assessment Revenue constituting "pledged revenues" as defined in the Bond Indenture. The City shall also deposit Bond Proceeds and any other funds authorized by the Bond Indenture into the PID Project Fund. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used to pay Actual Costs of the Public Improvements in accordance with the applicable Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Public Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once PID Bonds are issued, the Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued to pay Actual Costs of Public Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used to pay Actual Costs, and the Developer shall have no obligation to make Developer Advances unless the Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs, in which case the Developer shall make Developer Advances to pay the deficit. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Public Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each Certificate for Payment (which amounts include all Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance

at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date the obligation was incurred for years one through five beginning on the date each Certificate of Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date the obligation was incurred for years six through thirty-five thereafter (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance"). The obligation of the City to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or the PID Pledged Revenue Fund, or if PID Bonds are issued for the purpose of paying the Reimbursement Agreement balance as described in Section 3.4 hereof, the PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Payments from the PID Pledged Revenue Fund shall be applied in accordance with the applicable Bond Indenture. Each payment from the PID Reimbursement Fund or the PID Pledged Revenue Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Public Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of PID Bonds for such purpose, the Developer's right to receive payments from the PID Pledged Revenue Fund in accordance with Section 3.3 shall be temporarily suspended until such time as debt service on the PID Bonds is paid from the PID Pledged Revenue Fund. Once debt service on the PID Bonds is paid, the Developer's right to receive payments from the PID Pledged Revenue Fund in accordance with Section 3.3 shall

resume. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Public Improvements described in the Bond Indenture. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than three (3) days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive additional disbursements from the applicable fund, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the Bond Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fourteen (14) days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee

for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Pledged Revenue Fund, or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Public Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If Developer is in substantial compliance with its obligations under Developer's Continuing Disclosure Agreement, then following the inspection and approval of any portion of Public Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 City Delegation of Authority. All Public Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and any other agreement between the parties related to property in the PID. 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 Public 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 has sole responsibility of ensuring that all Public Improvements are constructed 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 Public Improvements to be acquired and accepted by the City from the Developer. If an Public Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvements. Inspection and acceptance of Public Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Public Improvements. Prior to completion and conveyance to the City of any Public Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Public Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Public Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. 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 so long as such delay in performance shall not subject the Public Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Public Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Public Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Public Improvements to be acquired and

accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Public Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Public Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

SECTION 4. ADDITIONAL PROVISIONS

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

4.2 No Competitive Bidding. Construction of the Public Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All construction and design documents and plans shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Public Improvements. For a period of two years after completion of the Public Improvements, the Developer shall maintain proper books of record and account for the construction of the Public Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (1) the Developer has

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

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

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” If a Failure is monetary, the non-performing Party shall have 10 days within which to cure. If the Failure is non-monetary, the non-performing Party shall have 30 days within which to cure.

4.6.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer from the PID Reimbursement Fund or the PID Pledged Revenue Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture.

4.6.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

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

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Public Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.8 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or the PID Pledged Revenue Fund in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.9 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Collin County, Texas.

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

To the City: Attn: Mike Foreman, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: mforeman@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner: Celina Development, LLC
Attn: Brian Carlock
Hillwood Communities
3090 Olive Street, Suite 300
Dallas, Texas 75219
E-mail: brian.carlock@hillwood.com
TEL: (972) 201-2932
FAX: (972) 201-2959

With a copy to: Attn: Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

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

4.11 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

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

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

4.14 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.15 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

CITY OF CELINA, TEXAS

By: _____

Sean Terry, Mayor

ATTEST:

By: _____

Vicki Faulkner, City Secretary

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____
Name: _____
Title: _____

Attachment: Resolution Approving Reimbursement Agreement (1353 : Wells South Reimbursement Agreement Resolution)

Exhibit A
CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for Celina Development, LLC (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Pledged Revenue Fund (as defined in the Bond Indenture)] [PID Project Fund] from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Wells South Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Reimbursement Agreement (the "Reimbursement Agreement").

In connection with 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 Public Improvements 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 amount listed for the Public Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Public Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, the Service and Assessment Plan and the Amended and Restated Development Agreement approved by the City Council on September 8, 2015 and effective as of April 28, 2015, and recorded in the Official Public Records of Collin County, Texas, on _____, 2015, at document number _____.
5. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in the Wells South Public Improvement District and has no outstanding delinquencies for such assessments.
6. All conditions set forth in the Bond Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.
7. The work with respect to the Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).
8. 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.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Public Improvements (or segment).

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

[If the Public Improvements are to be paid in part from one series of PID Bonds and in part from another, insert the following:

As required by Section ____ of the Bond Indenture, the costs for the Public Improvements that constitutes the pro-rata share of such Public Improvements allocable to the designated Bonds shall be paid as follows:

Public Improvements:	Amount to be paid from _____ Fund	Amount to be paid from _____ Fund	Total Cost of Public Improvements

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

CELINA DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Attachment: Resolution Approving Reimbursement Agreement (1353 : Wells South Reimbursement Agreement Resolution)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Public Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. 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 the appropriate [PID Reimbursement Fund] [PID Pledged Revenue Fund] [PID Project Fund] to the Developer or to any person designated by the Developer.

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B
FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Celina Development, LLC (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ (\$_____) to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Wells South Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the "[INSERT NAME OF BONDS] (the "PID Bonds").

In connection with 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 Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Amended and Restated Development Agreement approved by the City Council on September 8, 2015 and effective as of April 28, 2015, and recorded in the Official Public Records of Collin County, Texas, on _____, 2015, at document number _____.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Ordinance Authorizing the Issuance and Sale of Major Improvement Area (MIA)
 Bonds for Wells South Public Improvement District (PID)

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 2015 (Wells South Public Improvement District Major Improvement Area Project) and approving and authorizing related agreements. (Wells South MIA) (Liebman)

Background Information:

At the August 11, 2015 Regular Meeting, the City Council passed an ordinance creating the Wells South Public Improvement District (PID). On October 27, 2015, the City Council approved the distribution of the Major Improvement Area Preliminary Official Statement, which precedes the approval of the issuance and sale of bonds associated with the MIA. The Major Improvement Area represents the second and subsequent phases of development and is comprised of ±281 acres of land.

Financial Considerations:

The City shall not incur any financial responsibility with respect to the Bonds issuance with the exception of certain staff administrative duties. 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 held liable in connection with the performance of its administrative duties and shall not risk the City's general funds or otherwise incur any financial liability other than with respect to the Pledged Revenues and the Annual Collection Costs.

Notification:

A notice was published in *The Celina Record* on October 30, 2015 and notices were sent via certified mail to the property owners on October 30, 2015. The original public hearing date was November 10, 2015 and the public hearing was continued to the December 7, 2015 City Council meeting.

Legal Obligations and Review:

The ordinance of the City of Celina authorizing the issuance and sale of Major Improvement Area

(MIA) bonds for Wells South has been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Ordinance authorizing the issuance and sale of Wells South Major Improvement Area (MIA) bonds.

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2015-67**AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.**

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Wells South Public Improvement District" (the "District"), pursuant to Resolution No. 2015-34R adopted by the City Council of the City (the "City Council") on July 14, 2015; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and held a public hearing on November 10, 2015, regarding the levy of special assessments against benefitted property located in the Major Improvement Area of the District, and, after opening such public hearing then recessed the public hearing to December 7, 2015; and

WHEREAS, after reconvening the public hearing regarding the levy of special assessments against benefitted property located in the Major Improvement Area of the District at the December 7, 2015 meeting of the City Council, and after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2015-65 (the "Major Improvement Area Assessment Ordinance") on December 7, 2015; and

WHEREAS, in the Major Improvement Area Assessment Ordinance, the City Council approved and accepted the Wells South Public Improvement District Service and Assessment Plan, dated December 7, 2015 (the "Service and Assessment Plan") relating to the District and levied the "Major Improvement Area Special Assessments" (as defined in the Major Improvement Area Assessment Ordinance, the "Major Improvement Area Special Assessments") against the "Major Improvement Area Assessment Roll" (as defined and described in the Service and Assessment Plan, the "Assessment Roll"). 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 Major Improvement Area Special Assessments and other revenues received for the purposes of (i) paying a portion of the Costs of the Major Improvement Area Projects, as defined in the Indenture (defined herein), (ii) paying a portion of the interest on the Bonds (defined herein) during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)" (the "Bonds"), such series to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined herein); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the costs of the Major Improvement Area Projects (as defined in the Indenture), (ii) approve the form, terms and provisions of an indenture of trust 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 an Official Statement (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), and (iv) approve the forms, terms and provisions of a Redemption Agreement (defined below).

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 principal amount of \$8,040,000 for the purpose of providing funds for (i) paying a portion of the Costs of the Major Improvement Area Projects, as defined in the Indenture (defined herein), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of December 1, 2015, between the City and U.S. Bank National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Indenture by the Mayor of the City, 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. The Mayor 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.

(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" (as defined in the Indenture) 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 Jefferies LLC (the "Underwriter") under that certain Bond Purchase Agreement and Developer Representations (the "Bond Purchase Agreement"), dated the date hereof, among the City, Celina Development, LLC, a Texas limited liability company (the "Developer"), 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 and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor of the City. The Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Official Statement. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto and the final Official Statement (the "Official Statement") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Mayor is hereby authorized and directed to execute such Official Statement with such changes and alterations therein as the Mayor may approve, such approval to be conclusively evidenced by such execution thereof. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor 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 Official Statement and Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the execution, approval and delivery of such Preliminary Official Statement and Official Statement by the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Official Statement and Official Statement pertaining to the Development (as defined in the Official Statement), the Developer (as defined therein) or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the "Dissemination Agent") 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 Mayor 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 Mayor, such approval to be evidenced by the execution thereof.

SECTION 5. Redemption Agreement. That certain agreement titled "Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation – Wells South Public Improvement District" (the "Redemption Agreement") between the City and the Developer is hereby authorized hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which are incorporated herein as a part hereof for all purposes and the Mayor is hereby authorized and directed to execute and deliver such Redemption Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor, such approval to be evidenced by the execution thereof. The Mayor's signature on the Redemption Agreement may be attested by the City Secretary.

SECTION 6. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and the City Secretary are 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 Director of Finance, and the City Secretary are 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.

SECTION 7. 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 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. 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 10. 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 11. 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 12. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

PASSED AND ADOPTED, this December 7, 2015.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF DECEMBER 1, 2015

SECURING

\$8,040,000

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of December 1, 2015 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, 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 by the Petitioner (defined herein) 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 extraterritorial jurisdiction of the City to be known as Wells South Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real 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 July 14, 2015, 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 Sec. 372.009 of the PID Act and on July 14, 2015, the City Council made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2015-34R, 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 July 24, 2015, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of 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 July 24, 2015; and

WHEREAS, on October 13, 2015, the City Council by Resolution 2015-__R made findings and determinations relating to the Costs of certain Public Improvements and by Resolution 2015-__R on the same date directed City staff to (i) prepare a proposed assessment roll as required by Section 372.016(a) of the PID Act, (ii) 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, (iii) publish such notice as required by Section 372.016(b) of the PID Act, and (iv) prepare a service and assessment plan in accordance with Sections 372.13 and 372.14 of the PID Act; and

WHEREAS, on _____, 2015, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City, to consider the proposed

“Assessment Roll” and the “Service and Assessment Plan” and the levy of the “Special Assessments” on property in 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 Assessment Roll and the Service and Assessment Plan and the levy of Special Assessments on property in the District to the last known address of the owners of the property liable for the Special Assessments; and

WHEREAS, the City Council convened the hearing on November 10, 2015, 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 Assessment Roll and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessment, the allocation of Costs, the purposes of the Special Assessment, the special benefits of the Special Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessment, and then the City Council recessed such public hearing until December 7, 2015; and

WHEREAS, on December 7, 2015, the City Council reconvened the public hearing first opened on November 10, 2015 as referenced above, and all persons who appeared, or requested to appear, in person or by their attorney, were also given the opportunity to contend for or contest the proposed Assessment Roll and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessment, the allocation of Costs, the purposes of the Special Assessment, the special benefits of the Special Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessment, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, and the levy of the Special 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, and

WHEREAS, on December 7, 2015, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance and therein levied the Special Assessments; and

WHEREAS, the City Council hereby finds and determines that the Assessment Roll and the Service and Assessment Plan should be approved and that the Special Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Special Assessments for the purpose of (i) paying a portion of the Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)” (the “Bonds”), such Bonds being payable solely from the Assessment Revenue and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and,

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Special Assessments have been prepaid, the lien on real property associated with such Special Assessment prepayment shall be released from the Trust Estate and shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses,

and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“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 Special Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“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.

“Annual Collection Costs” mean the following actual or budgeted costs, as applicable, related to the annual collection costs of outstanding Special Assessments paid in installments, including the costs or anticipated costs of: (i) issuing, refunding or refinancing bonds, (ii) computing, levying, collecting and transmitting the Special Assessments (whether by the City, the Administrator or otherwise), (iii) remitting the Special Assessments to the Trustee, (iv) the City, the Administrator and Trustee (including legal counsel) in the discharge of their duties, (v) complying with arbitrage rebate requirements, (vi) complying with securities disclosure requirements, and (vii) the City in any way related to the collection of the Special Assessments in installments, including, without limitation, the administration of the District, maintaining the record of installments, payments and reallocations and/or cancellations of Special Assessments, and the repayment of the Bonds, including, without limitation, any associated legal expenses, the reasonable costs of other consultants and advisors and contingencies and reserves for such costs as deemed appropriate by the City Council. Special Assessments collected to pay Annual Collection Costs that are collected and not expended for actual Annual Collection Costs shall be carried forward and applied to reduce Annual Collection Costs in subsequent years to avoid the over-collection of Annual Collection Costs.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of the Special Assessments as shown on the Assessment Roll attached to the Service

Indenture of Trust
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and Assessment Plan as Appendix B and related to the Major Improvement Area Projects; which annual payment includes (i) the 0.20% additional interest rate collected on each annual payment of the Special Assessments for the prepayment reserve and the 0.30% additional interest rate collected on each annual payment of the Special Assessments for the delinquency reserve 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, and (ii) the City Improvement Portion used to calculate deposits into the City Improvement Account and the Bond Pledged Revenue Account as described in Sections 6.3(a) and (i) herein.

"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 Major Improvement Area of the District against which a Special Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessment Ordinance" means Ordinance No. 2015-__ adopted by the City Council on December 7, 2015, that levied the Special Assessments on the Assessed Parcels.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

"Assessment Roll" means the Assessment Roll attached as Appendix B 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 Special Assessment against each Assessed Parcel related to the Bonds and the Major Improvement Area Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means \$25,000 and any integral multiple of \$5,000 in excess thereof.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act including those listed in Section III.A of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2015-__ adopted by the City Council on December 7, 2015 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)".

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certificate for Payment" means a certificate substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed and the Costs thereof, and requesting payment for such Costs from money on deposit in the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by the City Representative and delivered to the Trustee.

"City Contributed Major Improvements" means certain water and sewer improvements which benefit all Assessed Property within the District to be initially funded by the City from moneys other than the proceeds of the Bonds and reimbursed out of a portion of the Special Assessments as outlined in the Service and Assessment Plan. The total estimated cost of such City Contributed Major Improvements is \$_____.

"City Improvement Account" means the Account established pursuant to Section 6.1.

"City Improvement Portion" means the portion of a Special Assessment allocable to the City Contributed Major Improvements.

"City Order" means written instructions by the City, executed by a City Representative.

"City Reimbursement Amount" means the amount specified to be transferred to the City Improvement Account and paid to the City for reimbursement of the costs of the City Contributed Major Improvements pursuant to the Revenue Allocation Certificate in accordance with Section 6.3(i) hereof.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs" means the costs of the Public Improvements.

"Costs of Issuance Account" means the Account 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.

"Delinquency Reserve Account" means the Account established pursuant to Section 6.1.

"Delinquency Reserve Requirement" means an amount equal to 4% of the principal amount of the Outstanding Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Special Assessment, 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 Celina Development, LLC, a Texas limited liability company.

"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 Special Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Future Neighborhood Improvement Area" shall have the meaning assigned to it in the Service and Assessment Plan.

"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; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2016.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Major Improvement Area" means the property within the District not within Neighborhood Improvement Area #1 and further identified and depicted in Table II-B of the Service and Assessment Plan or in any Annual Service Plan Update.

"Major Improvement Area Assessed Parcel" means each respective parcel of land located within the Major Improvement Area of the District against which a Special Assessment is levied in accordance with the assessment roll relating to the Major Improvement Area attached as Appendix A to the Service and Assessment Plan.

"Major Improvement Area Projects" means the Major Improvement Area's proportionate share of the Major Improvements.

"Major Improvement Area Bonds Project Fund" means the project fund established under Section 6.1 of the Major Improvement Area Bond Indenture for payment of the Costs of Major Improvement Area Projects.

"Major Improvements" means the Public Improvements which will benefit all of the property within the District and are more particularly described in Section III.B of the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Neighborhood Improvement Area #1 Assessed Parcel" means each respective parcel of land located within the Neighborhood Improvement Area #1 of the District against which a Special Assessment is levied in accordance with the assessment roll relating to the Neighborhood Improvement Area #1 attached as Appendix B to the Service and Assessment Plan.

"Neighborhood Improvement Area #1 Assessment" means the assessment levied against a Neighborhood Improvement Area #1 Assessed Parcel as shown on the assessment roll relating to Neighborhood Improvement Area #1, attached as Appendix B 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, and related to the Neighborhood Improvement Area #1 Bonds and the Neighborhood Improvement Area #1 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #1 Bond Indenture" means the Indenture of Trust dated as of December 1, 2015 between the City and U.S. Bank National Association, securing the Neighborhood Improvement Area #1 Bonds.

"Neighborhood Improvement Area #1 Bonds" means the City's bonds entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)" to be issued concurrently with the Bonds to finance the Neighborhood Improvement Area #1 Projects and secured by assessments levied against property located within Neighborhood Improvement Area #1 only in accordance with the assessment roll of attached as Appendix B to the Service and Assessment Plan.

"Neighborhood Improvement Area #1 Projects" means the Public Improvements which will benefit the Assessed Parcels more particularly described in Section III.D of the Service and Assessment Plan plus a proportional share of costs for the Major Improvements allocable to Neighborhood Improvement Area #1.

"Neighborhood Improvement Area" shall have the meaning assigned to it in the Service and Assessment Plan.

"Neighborhood Improvement Area #1" means the initial phase to be developed within the District and further identified and depicted in Table II-B in the Service and Assessment Plan.

"Outstanding" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means The George White Family Limited Partnership, a Texas limited partnership.

"PID Act" means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Bond Portion" means the portion of a Special Assessment allocable to the principal and interest on the Bonds.

"PID Reimbursement Agreement" means the "PID Reimbursement Agreement – Wells South" between the City and the Developer relating to the Bonds, dated as of _____, 2015, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Public Improvements within in the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the Bonds for funds advanced by the Developer and used to pay costs of Public Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less (a) the portion of the Assessment Revenue allocable to the City Contributed Major Improvements and deposited to the City Improvement Account pursuant to Sections 6.3(a) and 6.3(i) hereof, (b) the Annual Collection Costs and (c) Foreclosure Proceeds, (ii) the moneys held in any of the Pledged Funds, and (iii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Prepayment Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Prepayment Reserve Requirement" means an amount equal to 1.5% of the principal amount of the Outstanding Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Public Improvements" means the Authorized Improvements for which Special 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 for the benefit of the Assessed Parcels.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund 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 established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Prices" means, when used with respect to any Bond or portion thereof, the redemption prices shown in Section 4.3 of this Indenture.

"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 date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, or (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to subsections (c) and (d) of Section 6.7; and provided further that as a result of an optional redemption pursuant to Section 4.3, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$_____, which is an amount equal to [Maximum Annual Debt Service on the Bonds as of the date of issuance].

"Reserve Fund" means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Revenue Allocation Certificate" means the certificate delivered to the Trustee in accordance with Section 6.3(i) hereof.

"Service and Assessment Plan" means the document, including the Assessment Roll, as amended, which is attached as Exhibit A to the Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Special Assessments” means the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, consisting of the PID Bond Portion, the City Improvement Portion and a portion to be paid for Annual Collection Costs, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the

Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated December 1, 2015 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery 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, 2016 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
****	*****	*****
****	*****	*****
****	*****	*****

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV

herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

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:

- (a) a copy of the executed Assessment Ordinance;
- (b) a copy of the executed Bond Ordinance;
- (c) a copy of the executed Neighborhood Improvement Area Bond #1 Indenture;
- (d) a copy of the executed PID Reimbursement Agreement;
- (e) a copy of this Indenture executed by the Trustee and the City; and
- (f) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which 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 to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and

shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with

the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

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__	

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__	

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__	

(b) At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on

Indenture of Trust
35577417.7/11507876

such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a stated maturity required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the 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 sinking mandatory fund redemption.

Section 4.3. Optional Redemption.

(a) The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on any Interest Payment Date on or after September 1, 2021, such redemption date or dates to be fixed by the City, at the Redemption Prices shown below, plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 2021	101%
On or after September 1, 2022	100%

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)), transfers to the Redemption Fund made pursuant to Section 6.3(e), 6.3(f), 6.7(a), 6.7(c), 6.7(e), 6.7(f), or 6.7(j) hereof, or as a result of unexpended amounts transferred from the Project Fund as provided in Section 6.5(e).

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in minimum principal amounts of \$25,000 or any integral of \$5,000 in excess thereof by any method selected by the Trustee that results in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

(b) A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to \$25,000 or any integral of \$5,000 in excess thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall

result in a Bond in a denomination of less than the Authorized Denomination in effect at that time.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account

(ii) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account;
- (B) Prepayment Reserve Account; and
- (C) Delinquency Reserve Account

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Major Improvement Account; and
- (B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(v) The following Accounts are hereby created and established under the Administrative Fund:

(A) District Administration Account; and

(B) City Improvement Account;

(C) Developer Property Tax Account.

(c) Each Fund and Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the 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: \$_____;
- (v) to the Major Improvement Account of the Project Fund: \$_____.

(b) Funds received from the Developer on the Closing Date in the amount of the lesser of either (1) \$10,000 or (2) two times the amount of the property tax on the Property that is classified as agricultural in the current tax year shall be deposited to the Developer Property Tax Account of the Administrative Fund.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 1 of each year while the Bonds are Outstanding and beginning in year 2016, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. Specifically, the City shall deposit or cause to be deposited Assessment Revenues as follows: (i) first, in the amounts specified in the Revenue Allocation Certificate to the City Improvement Account of the Administrative Fund the amounts specified to pay and reimburse the City for the City Contributed Major Improvements and (ii) second, to the Bond Pledged Revenue Account of the Pledged Revenue Fund to be used in the following order of priority: (a) first, amounts sufficient to pay debt service on the Bonds next coming due, (b) 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, (c) third, to the Prepayment Reserve Account and the Delinquency Reserve Account, respectively, amounts equal the Delinquency Component and the Prepayment Component described in Section 6.7(a) hereof,

(d) fourth, to pay other costs of the Public Improvements, and (e) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the City may direct the Trustee by City Order to apply Special Assessments for any lawful purposes permitted by the PID Act for which Special Assessments may be paid.

(g) Any Special Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Special Assessments may be used under the PID Act.

(h) The City shall deliver a Revenue Allocation Certificate to the Trustee on or before February 1 of each year specifying the amounts to be deposited from the Assessment Revenues (i) into the City Improvement Account as the City Reimbursement Amount and (ii) into the Bond Pledged Revenue Account for application according to Section 6.3(a). Such amounts shall be calculated based on the percentage of that year's Annual Installment allocable to the City Improvement Portion as applied to the Annual Installments actually collected in such year. For example, assume (a) the percentage of a year's Annual Installment allocable to the City Improvement Portion is 15%, (b) the total amount of the Annual Installments billed in such year is \$100,000 and (c) the total amount of Annual Installments actually collected in such year is \$90,000. Accordingly, the deposit to the City Improvement Account in such year would be 15% of the amounts actually collected in such year, or \$13,500, rather than \$15,000.

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 interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(g) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
March 1, 2016	
September 1, 2016	
March 1, 2017	
[September 1, 2017]	

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Major Improvement Account of the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Any funds received at Closing pursuant to the PID Reimbursement Agreement shall be applied as provided therein. Such provisions and procedures are herein incorporated by reference and deemed set forth herein in full.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from all other Accounts of the Project Fund to pay Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The disbursement of funds from the Project Fund pursuant to a Certificate for Payment shall be pursuant to and accordance with the disbursement procedures described in the PID Reimbursement Agreement. Such provisions and procedures related to such disbursement contained in the PID Reimbursement Agreement, and no other provisions of the PID Reimbursement Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) The Neighborhood Improvement Area #1 Bond Indenture has established thereunder the Neighborhood Improvement Area #1 Bond Project Fund for purposes of paying

the Costs of the Neighborhood Improvement Area #1 Projects which include paying a portion of the costs of the Major Improvements allocable to Neighborhood Improvement Area #1 pursuant to and as described in the Service and Assessment Plan. Upon receipt of, and pursuant to instructions contained within a Certificate for Payment, the Trustee shall disburse amounts from the Major Improvement Account of the Project Fund to pay costs of Major Improvements in an amount equal to the portion allocable to the Assessed Parcels as provided in the Service and Assessment Plan with the remainder of the Costs of the Major Improvements to be paid from the Neighborhood Improvement Area #1 Bond Project Fund. Each Certificate for Payment shall set forth the amount of the costs of a Major Improvement to be paid from the Neighborhood Improvement Area #1 Bond Project Fund and the amount to be paid from the Major Improvement Account of the Project Fund.

(e) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Major Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Major Improvement Area Projects such that, in the opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Major Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in Major Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all Major Improvement Area Projects have been completed and that all Costs of the Major Improvement Area Projects allocable to the Assessed Parcels have been paid, or that any such Costs are not required to be paid from the Major Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Project Fund to the Bond Fund and shall close the Project Fund.

(h) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account in the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account 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. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2016, an amount equal to 0.20% of the interest rate component of the Annual Installments (the "Prepayment Component") in the Prepayment Reserve Account until the Prepayment Reserve Requirement has been accumulated in the Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing the Prepayment Component into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Prepayment Reserve Account exceed the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Prepayment Reserve Amount"). The Excess Prepayment Reserve Amount shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Administrative Expenses or to the Delinquency Reserve Account. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Prepayment Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Prepayment Reserve Amount, the Trustee shall transfer the Excess Prepayment Reserve Amount to the Delinquency Reserve Account or, in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement, to the Redemption Fund redeem Bonds pursuant to Section 4.4 hereof. The Trustee shall also deposit from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency Reserve Account on March 1 of each year, commencing March 1, 2016, an amount equal to 0.30% of the interest rate component of the Annual Installments (the "Delinquency Component"). Once the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account, any amounts in excess of the Delinquency Reserve Requirement in the Delinquency Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that at any time the amount on deposit in the Delinquency Reserve Account is less than Delinquency Reserve Requirement, the Trustee shall resume depositing such Delinquency Component into the Delinquency Reserve Account until the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account.

(b) Whenever a transfer is made from the Reserve Account 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.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior

to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) 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 interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, or (iii) to the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Prepayment Reserve Account exceeds the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The amount of such excess on deposit in the Prepayment Reserve Account shall then be transferred by the Trustee first to the Delinquency Reserve Account in the event such account contains less than the Delinquency Reserve Requirement, or, if the Delinquency Reserve Account contains the Delinquency Reserve Requirement then to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof.

(f) Moneys in the Delinquency Reserve Account up to the Delinquency Reserve Requirement may be used as directed by a City Order for the purposes of payment of Annual Collection Costs in the event that amounts on deposit in the Administrative Fund are insufficient for such purpose. The amounts set forth in such City Order shall be transferred to the Administrative Fund to be used for such purposes. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the value of cash and Value of Investment Securities on deposit in the Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Delinquency Reserve Amount"). Such excess on deposit in the Delinquency Reserve Account shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Delinquency Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Delinquency Reserve Amount, the Trustee shall transfer the Excess Delinquency Reserve Amount to the Redemption Fund and redeem Bonds pursuant to Section 4.4 hereof.

(g) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the

Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(h) At the final maturity of the Bonds, the amount on deposit in the Reserve Account, the Prepayment Reserve Account and the Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(i) If, after a Reserve Fund withdrawal, 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.

(j) 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 and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds 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 due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Order, 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 Annual Collection Costs 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 created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan.

(c) Moneys in the City Improvement Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and shall be released to the City as soon as practicable after their deposit into the City Improvement Account without further direction by the City.

(d) Moneys in the Developer Property Tax Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and shall be released to the Developer as directed by City Order; provided, however, that the Trustee shall transfer to the Developer any amounts remaining in the Developer Property Tax Account of the Administration Fund after the last Outstanding Bond is discharged regardless of whether a City Order directing such action is received.

Section 6.10. Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment 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. Such 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 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 are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund 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 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 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 heretofore created or reaffirmed, 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 shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Special Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Special Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Special Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due the Developer to reimburse it for its funds it has contributed to pay costs of the Major Improvement Area Projects, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Special 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 Special Assessments. Notwithstanding the foregoing, the City shall be permitted to reduce the City Improvement Portion in accordance with the Service and Assessment Plan; provided, however, that no such reduction shall operate to reduce the amounts levied for the payment of the Bonds or Annual Collection Costs.

(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 Special Assessment or the corresponding Assessed Parcel.

Section 7.3. Against Encumbrances.

(a) Other than bonds issued to refund all or a portion of the 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 Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and bonds issued to refund all or a portion of the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it for funds it has contributed to pay costs of the Public Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Special Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Regulations” means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates

a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Special Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Special Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from

the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Order, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions

furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Annual Collection Costs) 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 Pledged Revenues or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation 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 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. 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 be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

The 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 gross negligence or willful misconduct. 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 Public Improvements.

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 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 Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, 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 hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make

any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or 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. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. 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.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds; and
- (iv) 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.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner

hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of ninety (90) 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 ninety-day period.

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 Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive 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 or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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 Special Assessments including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and
- (iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds at the time Outstanding requesting that the failure be remedied.

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 Owners of at least 25% of the Bonds then Outstanding, may 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.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion,

and shall instruct the Trustee by City Order, 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 Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof,

or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the registered 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 registered owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

(a) No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues 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 Pledged Revenues 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 Special Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than bonds issued to refund all or a portion of the Bonds, 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 omitted 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; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Although the Additional Obligations will not be secured by the Trust Estate, the City reserves the right to issue Additional Obligations for any purpose permitted by the Act upon the conditions set forth below:

1. At least fifty percent (50%) of the residential lots within the particular Future Neighborhood Improvement Area of the District for which improvements are financed by the Additional Obligations must be under contract with merchant builders unaffiliated with the Developer.

2. The ratio of the appraised value of all of the land in a phase of the District, based on an independent appraisal and assuming completion of the improvements within such Future Neighborhood Improvement Area to be financed with the proceeds of the Additional Obligations to be issued, to the principal amount of the Additional Obligations to be issued must be at least 3.0:1;

3. Construction plans for the Public Improvements in the Future Neighborhood Improvement Area to be paid for with proceeds of the applicable series of Additional Obligations must be submitted to the City for approval; and

4. Such Additional Obligations may be issued only for the purposes of financing the costs of roads, water, wastewater, storm drainage and parks and open space Public Improvements that benefit only one or more Future Neighborhood Improvement Areas.

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, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or City Order, shall be in writing and shall be 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 Attn: Director of Finance
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If to the Trustee or the Paying Agent/Registrar:	U.S. Bank National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402
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Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. 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 instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions 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.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor

Attest:

City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Signature Page to Indenture of Trust

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

EXHIBIT A(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA 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 Pledged Revenues, 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, 2016, 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 National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth 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 December 1, 2015 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of December 1, 2015 (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 Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Pledged Revenues 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 \$25,000 and any multiple of \$5,000 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__	
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__	
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__	
September 1, 20__	
September 1, 20__	
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__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, 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 Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any 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 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 before their scheduled maturity dates, in whole or in part, on any Interest Payment Date on or after September 1, 2021, such redemption date or dates to be fixed by the City, at the Redemption Prices shown below, plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 2021	101%
On or after September 1, 2022	100%

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, 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 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 first class United States mail, 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 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.

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.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Celina, Texas

City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

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

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date 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 Installments</u>	<u>Interest Rates</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

\$7,275,000*
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

BOND PURCHASE AGREEMENT
AND
DEVELOPER REPRESENTATIONS

December 7, 2015

City of Celina, Texas
 142 N. Ohio St.
 Celina, Texas 76201

Celina Development, LLC
 c/o Hillwood Investment Properties IV, LP
 3090 Olive St, Ste. 300
 Dallas, TX 75219

Ladies and Gentlemen:

The undersigned, Jefferies LLC (the “Underwriter”), offers to enter into this Bond Purchase Agreement and Developer Representations (this “Agreement”) with the City of Celina, Texas (the “City”) and Celina Development, LLC, a Texas limited liability company (the “Developer”) which will be binding upon the City, the Developer and the Underwriter upon the acceptance of this Agreement by the City and the Developer. This offer is made subject to its acceptance by the City and the Developer 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 and the Developer at any time prior to the acceptance hereof by the City and the Developer. The Developer is a party to and has executed this Agreement for the limited purposes stated in Section 20 hereof. 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 National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Official Statement (defined herein).

* Preliminary, subject to change.

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 \$7,275,000* aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, plus a premium of \$_____, less an Underwriter’s discount of \$_____, which includes the fees of Underwriter’s Counsel in the amount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City and the Developer understand, and hereby confirm, that the Underwriter is not acting as a municipal advisor or fiduciary of the City or the Developer, but rather is acting solely in its capacity as Underwriter for its own account. The City and the Developer acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction among the City, the Developer and the Underwriter, (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, or fiduciary of the City or the Developer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Developer 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 or the Developer on other matters) and the Underwriter has no obligation to the City or the Developer with respect to the offering described herein except the obligations expressly set forth in this Agreement, and (iv) the City and the Developer have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate. The City and the Developer further acknowledge and agree that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City or the Developer regarding the expenditure of Bond proceeds and the construction of the projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City or the Developer.

The Bonds shall be dated the date of their issuance and delivery and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Appendix A hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 22, 2015 (or such other date as may be agreed to by the City, the Developer, and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by Ordinance No. 2015-__ enacted by the City Council of the City (the “City Council”) on December 7, 2015 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of

* Preliminary, subject to change.

Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of December 1, 2015, 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 “Special Assessments”) levied on the assessable parcels within Major Improvement Area of Wells South Public Improvement District (the “District”). The District was established by Resolution No. 2015-34R (the “Creation Resolution”), enacted by the City Council on July 14, 2015, in accordance with the Act. A Service and Assessment Plan (the “Service and Assessment Plan”) which sets forth the costs of the Major Improvement Area Projects and the method of payment of the Special Assessments was adopted by the City Council on December 7, 2015, pursuant to Ordinance No. 2015-___ (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 Appendix A, the Indenture, and the Official Statement.

The proceeds of the Bonds shall be used for financing (i) a portion of the costs of the “Major Improvement Area Projects,” which consist of Major Improvement Area’s proportionate share of the costs of certain improvements that will benefit the entire District; (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects; (iii) funding a reserve fund for the payment of principal of and interest on the Bonds; (iv) paying a portion of the costs incidental to the organization of the District; and (v) paying the costs of issuance of the Bonds.

3. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering prices set forth on the inside cover page of the Official Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or yields higher than the public offering yields) stated on the inside cover page of the Official Statement. The Underwriter shall disclose to the City and its financial advisor any offering prices different from the initial offering prices stated on the inside cover page of the Official Statement. On or before the third business day prior to Closing, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Official Statement.

(a) Delivery of Official Statement. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Official Statement for the Bonds dated November 5, 2015, as supplemented on November 25, 2015 (collectively, the “Preliminary Official Statement”), 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 Official Statement relating to the Bonds (the “Official Statement”) 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 (the “Rule”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriter before the execution hereof. The Official Statement, 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 “Official Statement.” Until the Official Statement 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 Official Statement as the Underwriter deems necessary to satisfy the obligation of the Underwriter under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) Preliminary Official Statement Deemed Final. The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Official Statement 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 the Rule.

(c) Use of Official Statement in Offering and Sale. The City hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter. The City shall provide the Official Statement, or cause the Official Statement 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 the Rule and the rules of the MSRB.

(d) Updating of Official Statement. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement 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 or the Developer becomes aware of any fact or event which might or would cause the Official Statement, 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 Official Statement to comply with law, the City or the Developer, as applicable, 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 Official Statement, the City or the Developer, as applicable, will forthwith prepare and furnish, at the City or the Developer's own expense, as applicable, (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Official Statement 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 Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City or the Developer in accordance herewith, (i) the City or the Developer do not make any representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York, or its book-entry-only system, (ii) the City makes no representation with respect to the information in the Preliminary Official Statement or the Official Statement under the captions and subcaptions "PLAN OF FINANCE — Development Plan," "THE MAJOR IMPROVEMENT AREA PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Major Improvement Area Projects and the Development, as defined in the Official Statement), "THE SPECIAL ASSESSMENT CONSULTANT," "CONTINUING DISCLOSURE — The Developer," "LEGAL MATTERS — Litigation - The Developer" and "INFORMATION RELATING TO THE TRUSTEE" and (iii) the Developer makes no representations with respect to the information in the Preliminary Official Statement or the Official Statement under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Major Improvement Area Projects and the Development, as defined in the Official Statement), "LEGAL MATTERS — Litigation - The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE." If such notification shall be subsequent to the Closing, the City, at the expense of the Developer, 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 Official Statement. 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 the Rule and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Official Statement 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 the Rule is the Closing Date.

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants to the Underwriter and the Developer 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 PID Reimbursement Agreement Wells South effective December 7, 2015 executed and delivered by the City and the Developer (the “PID Reimbursement Agreement”);

(4) the Amended and Restated Development Agreement (Wells South Tract) executed and delivered by the City and the Developer effective as of April 28, 2015 (the “Development Agreement”);

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2015 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City and FSC Continuing Disclosure Services, a division of First Southwest Company, as Dissemination Agent; and

(6) the Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation dated as of December [22], 2015, executed and delivered by the City and the Developer (the “Redemption/Waiver 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 the Authorizing Documents, this Agreement, the PID Reimbursement Agreement, the Development Agreement, the Official Statement, the Continuing Disclosure Agreement of Issuer, and any other documents and certificates described in any of the foregoing (collectively, the “City Documents”).

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and

approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing 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 Special 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) Special Assessments. The Special 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 Major Improvement Area Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Special 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 Special Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Official Statement. The information contained in the Preliminary Official Statement with respect to the City under the captions and subcaptions “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation – The City,” “CONTINUING DISCLOSURE — The City” and “— The City Compliance with Prior Undertakings” 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.

(k) Official Statement. At the time of the City’s acceptance hereof and (unless the Official Statement 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 Official Statement with respect to the City under the captions and subcaptions “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation – The City,” and “CONTINUING DISCLOSURE — The City” and “ — The City Compliance with Prior Undertakings” 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 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 Official Statement, then the Official Statement in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Official Statement. If the Official Statement 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 Official Statement 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 Official Statement, then the Official Statement in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with the Rule. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertaking made by it in accordance with the Rule, except as described in the Official Statement.

(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 and the Developer 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 First Southwest Company, LLC, as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Official Statement to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. Developer Representations, Warranties and Covenants. In order to induce the City to enter into this Agreement and as consideration for, among other things, the execution, delivery and sale of the Bonds by the City and the purchase of the Bonds by the Underwriter, the Developer represents, warrants and covenants to the Underwriter and the City that:

(a) Due Organization, Existence and Authority of Developer. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas, with full rights, power and authority to execute, deliver and perform its obligations under

- (i) this Agreement;
- (ii) the PID Reimbursement Agreement;
- (iii) the Development Agreement;
- (iv) Continuing Disclosure Agreement of Developer dated as of December 1, 2015 (the “Continuing Disclosure Agreement of Developer”);
- (v) the Redemption/Waiver Agreement; and
- (vi) any other documents and certificates of the Developer described in any of the foregoing (i) through (v) above (collectively, the “Developer Documents”).

(b) Organizational Documents. The copies of the organizational documents of the Developer delivered on the Closing Date (the “Developer Organizational Documents”) 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) Due Authorization and Approval. By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach or Default. The execution and delivery of the Developer Documents by the Developer and compliance by the Developer with the provisions thereof under the circumstances described therein do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under (i) any order, writ, judgment, injunction, decree, determination or award of any governmental authority against or with respect to the Developer, or (ii) any agreement or instrument to which the Developer is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an event of default by the Developer under the Developer Documents.

(e) No Litigation. Other than as described in the Preliminary Official Statement and the Official Statement, 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, pending or, to the knowledge of the Developer, threatened by or against the Developer, which would have a material adverse effect upon the financial condition of the Developer or the Developer’s ability to develop property within the District: (i) in any way questioning the due formation and valid existence of the Developer; (ii) in any way challenging the titles of the Developer’s officers executing the Developer Documents, (iii) in any way contesting or affecting the validity or enforceability or the execution and delivery by the Developer of the Developer Documents or the

consummation of the transactions described therein; (iv) in any way questioning or contesting the validity of any governmental approval of the District or any aspect thereof; or (v) in any way questioning or contesting the construction and development of the Development.

(f) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Official Statement and the Official Statement was, and is, as of this date, true and correct in all material respects.

(g) Preliminary Official Statement and Official Statement. The Developer represents and warrants that the information set forth in the Preliminary Official Statement and Official Statement under the captions “PLAN OF FINANCE — Development Plan,” “THE MAJOR IMPROVEMENT AREA PROJECT,” “THE DEVELOPMENT,” “THE DEVELOPER” and “CONTINUING DISCLOSURE — The Developer,” 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 Major Improvement Area Projects and the Development, as defined in the Official Statement) and “LEGAL MATTERS — Litigation — The Developer” is true and correct in all material respects 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; provided, however, that if the Developer 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 Official Statement, then the Official Statement in its then-current form shall be conclusively deemed to be complete and correct in all material respects. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (g) with respect to the Preliminary Official Statement and the Official Statement.

(h) Consent to Bond Issuance. The Developer hereby consents to the issuance of the Bonds.

(i) Agreement. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the validity of the Developer Documents, the levy or collection of the Special Assessments or the validity of the Bonds or the proceedings relating to their issuance.

(j) Permits, Licenses, Etc. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

(i) are necessary to conduct the Developer's business as it is currently being conducted;

(ii) (with the exception of the Authorizing Documents) would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Agreement, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Official Statement relating to the financing and construction of the Major Improvement Area Projects; or

(iii) are necessary for the acquisition, construction and operation of the Major Improvement Area Projects.

(k) 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 or is a party described in the Official Statement, or under any material documents relating to the financing and construction of the Major Improvement Area Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

(l) Financing. Other than the Special Assessments and the liens securing the Acquisition Loan and the Development Loan (each as defined in the Official Statement), no debt will be issued nor will any additional liens be placed on the property within Major Improvement Area of the District in order to complete the construction of the Major Improvement Area Projects unless such debt or additional liens are subordinate to the liens created by the levy of the Special Assessments, the Acquisition Loan and the Development Loan and the Developer provides written notice of such subordination to the lender of such subordinate debt and the City.

(m) Taxes and Assessments. All ad valorem taxes and assessments are current on the property which the Developer owns within the District.

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 The Depository Trust Company, New York, New York ("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, the Developer 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. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City and the Developer of their respective obligations under this Agreement both as of the date hereof and as of the date of the Closing. The Underwriter’s obligations under this Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representations of the City and the Developer. The representations and covenants of the City and the Developer 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 and the Developer 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 Scott Norman, Assistant General Counsel to the Developer and Shupe Ventura Lindelow & Olson, PLLC, Special Counsel to the Developer, as applicable, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in this Agreement, the Developer Documents; and (v) the City and the Developer shall perform or have performed their respective obligations required or specified in the City Documents and the Developer Documents, respectively, 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 Developer Documents, the City Documents or other documents relating to the financing and construction of the Major Improvement Area Projects and the Development, and the Developer shall not be in default in the payment of principal or interest on any of their respective indebtedness which default shall materially adversely impact the ability of such Developer to pay the Special Assessments when due.

(d) Concurrent Closing of the Neighborhood Improvement Improvement Area #1 Bonds. The City shall issue concurrently with the issuance of the Bonds its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project),” dated December 1, 2015.

(e) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(f) 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 Official Statement; 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 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 Official Statement, 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 need 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 Official Statement; 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 Official Statement; 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 Special 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 Official Statement, or has the effect that the Official Statement 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 Official Statement; 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 Official Statement, 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 D to the Official Statement, 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, the Developer 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 Official Statement but that Bond Counsel has reviewed the statements and information appearing under the captions and subcaptions “PLAN OF FINANCE — The Bonds” (except for the last paragraph thereof), “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Special 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 INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and “APPENDIX B” 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 PID Reimbursement Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, the Redemption/Waiver 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 governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the Developer, 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) Opinions of General Counsel and Special Counsel to the Developer. An Opinion of General Counsel to the Developer, substantially in the form of Appendix D-1 hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, Special Counsel to the Developer, the Underwriter, and the Trustee, and an Opinion of Special Counsel to the Developer, substantially in the form of Appendix D-2, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, and the Trustee, or in form otherwise agreed upon by the City and the Underwriter.

(e) Developer Certificate. A certificate or certificates of the Developer, dated the Closing Date, to the effect that:

(i) the representations and warranties of the Developer contained herein and in the Developer 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 Developer Documents have been properly executed by the Developer, have not been amended or rescinded, and the delivery and due performance thereof by the Developer have been authorized by the Developer;

(iii) to the best of the Developer's knowledge after due inquiry, there is no action, suit, proceeding or investigation before any court, public board or body pending, with respect to which the Developer have been served with process, or, to the knowledge of the Developer threatened against the Developer wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence, or powers of the Developer or the Developer's officers to their offices; or (b) in any way question or affect this Agreement, the Developer Documents or the transactions described in this Agreement or the Developer Documents;

(iv) 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 hereunder or prior to the Closing;

(v) the information set forth in the Official Statement under the captions "PLAN OF FINANCE — Development Plan," "THE MAJOR IMPROVEMENT AREA PROJECT," "THE DEVELOPMENT," "THE DEVELOPER" and "CONTINUING DISCLOSURE — The Developer," 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 Major Improvement Area Projects and the Development, as defined in the Official Statement), and "LEGAL MATTERS — Litigation – The Developer" is true and correct in all material respects 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, as of the date thereof; and

(vi) although the Developer has not verified and does not assume any responsibility for the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement or the Official Statement other than that described in clause (v), the Developer has participated in the preparation of the Preliminary Official Statement and the Official Statement and without independent verification, no facts came to the Developer's attention to lead it to believe that the Preliminary Official Statement, as of its date or as of the date of this Agreement, or the Official Statement, as of its date or as of the date of Closing (except for financial, forecast, technical and statistical statements and data therein and the information regarding The Depository Trust Company and its book-entry only system, in each case as to which it is not called upon to comment) 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.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of 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 Official Statement, no litigation or proceeding against the City is pending or, to the knowledge of such persons, 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 Special Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(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 Andrews Kurth 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 Official Statement; (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 any securities 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 the Rule and interpretive guidance published by the United States Securities and Exchange Commission relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the Continuing Disclosure Agreement of Issuer; and (C) the inclusion in the Official Statement of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the Continuing Disclosure Agreement of Issuer 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 the Rule; 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 Official Statement, it has participated in the preparation of the Official Statement and without independent verification, no facts came to its attention that caused it to believe that the Official Statement (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) Official Statement. The Official Statement 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) Organizational Documents and Good Standing. The Developer shall have delivered to the Underwriter and the City fully executed copies of the Developer Organizational Documents. The Developer shall have 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.

(l) Form 8038. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(m) 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.

(n) 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.

(o) Continuing Disclosure Agreement. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer, shall have been executed by the parties in substantially the forms attached to the Preliminary Official Statement as Appendix E-1 and Appendix E-2.

(p) Letter of Representation of the Appraiser. Letter of Representation of the Appraiser, substantially in the form of Appendix E hereto, addressed to the City, Bond

Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Letter of Representation of Special Assessment Consultant. Letter of Representation of Special Assessment Consultant, substantially in the form of Appendix E hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(r) Evidence of Filing of Creation Resolution, Assessment Ordinance and Redemption/Waiver Agreement. Evidence that (i) the Creation Resolution, including legal description of the District by metes and bounds, (ii) the Assessment Ordinance, including the assessment rolls and a statement indicating the contact for and address of where a copy of the full Service and Assessment Plan and any updates thereto may be obtained or viewed and (iii) the Redemption/Waiver Agreement, have been filed of record in the real property records of Collin County, Texas.

(s) Lender Consent Certificate. Lender Consent Certificate of U.S. Bank National Association, d/b/a/ Housing Capital Company, a national banking association, and any other lienholder on land in the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Special Assessments, and the subordination of their respective liens to the lien created by the Special Assessments.

(t) Evidence of Ownership of Property. Evidence that on the date that the Assessment Ordinance was adopted all of the Major Improvement Area Assessed Parcels were owned by the Developer or other development or homebuilder entities and that such landowners are not entities that may claim a homestead right under Texas law.

(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.

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, the opinion of Bond Counsel described in Section 9(a) hereof and the receipt of all documents required to be delivered by the Developer hereunder.

If either the City or the Developer 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, the City and the Developer shall have no further obligation hereunder, except as further set forth in Sections 11, 13 and 14 hereof.

10. 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, to the extent, but only to the extent, 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 Official Statement under the captions “PLAN OF FINANCE — Development Plan” “THE MAJOR IMPROVEMENT AREA PROJECT,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Major Improvement Area Projects and the Development, as defined in the Official Statement), “CONTINUING DISCLOSURE — The Developer,” and “LEGAL MATTERS — Litigation – The Developer,” or any amendment or supplement to the Official Statement 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. Notwithstanding any provision in this Agreement to the contrary, the Developer shall have no liability to the Underwriter, the City or any other person for any untrue, inaccurate or misleading statement set forth in any Section of this Agreement other than those Sections specifically listed in Section 20 below.

(b) The Underwriter will indemnify and hold harmless the Developer and the City against any losses, claims, damages or liabilities to which the Developer or 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 Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading under the circumstances under which they were made, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Official Statement or any such amendment or supplement in reliance upon and in conformity with information under the heading “UNDERWRITING” in the Official Statement, and will reimburse the Developer and the City for any legal or other expenses reasonably incurred by the Developer and the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) 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 agreement in this Section 10 shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

11. 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 Official Statement, the final Official Statement and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor, the Trustee's counsel, Bond Counsel, Developer's General Counsel and Special 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 Special Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 11(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

(“Texas MAC”) whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities. The estimated Texas MAC fee for this financing is \$[_____].

12. 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 St., Celina, Texas 76201, Attention: City Manager.

Any notice or other communication to be given to the Developer under this Agreement may be given by delivering the same in writing to Celina Development, LLC, c/o Hillwood Investment Properties IV, LP, 3090 Olive St., Ste. 300, Dallas, Texas 75219 Attention: Brian Carlock.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: Jefferies LLC, 300 Crescent Court, Suite 500, Dallas, Texas 75201, Attention: Mark Curran, Managing Director.

13. Entire Agreement. This Agreement is made solely for the benefit of the City, the Developer 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 and the Developer’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 and the Developer 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 Section 14 shall survive any termination of this Agreement.

14. 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.

15. 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.

16. 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.

17. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

18. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter, the Developer, or the City without the prior written consent of the other parties hereto.

19. 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 or the Developer with any liability, or be held liable to the Underwriter or the Developer 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.

20. Developer. The Developer is a party to and has executed this Agreement for the limited purposes, representations and obligations stated herein in Sections 4(d), 6, 8(a) through (c), 9(d) through (e) and (j) through (k), 9(o), 9(s) through (t), 10, 13, 14, and 20. The Developer shall not have rights, remedies or claims under or by reason of this Agreement with respect to or against the City or the Underwriter or any other person or entity, except as expressly provided in this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

JEFFERIES LLC,
as Underwriter

By: _____
Name: _____
Title: _____

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By:_____

Name:_____

Title:_____

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

APPENDIX A

\$ _____
 CITY OF CELINA, TEXAS
 (a municipal corporation of the State of Texas located in Collin and Denton Counties)
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
 MAJOR IMPROVEMENT AREA PROJECT)

\$ _____ Serial Bonds

<u>Due (September 1)^(e)</u>	<u>Maturity Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Initial Yield (%)</u>
--	-----------------------------	--------------------------	--------------------------

Term Bonds

\$ _____ % Term Bonds, Due September 1, _____, Priced to Yield _____% ^{(a) (b) (e)}

\$ _____ % Term Bonds, Due September 1, _____, Priced to Yield _____% ^{(a) (c) (e)}

\$ _____ % Term Bonds, Due September 1, _____, Priced to Yield _____% ^{(a) (d) (e)}

^(a) The Bonds 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, 2021, at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption as set forth in the following schedule, plus accrued interest to date of redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 2021	101%
On or after September 1, 2022	100%

^(b) The Term Bonds maturing September 1, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective principal amounts as set forth in the following schedule.

<u>\$ _____ Term Bonds due September 1, 20__</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

- (c) The Term Bonds maturing September 1, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective principal amounts as set forth in the following schedule.

<u>\$ _____ Term Bonds due September 1, 20_____</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

- (d) The Term Bonds maturing September 1, 2040, are also subject to mandatory sinking fund redemption on the dates and in the respective principal amounts as set forth in the following schedule.

<u>\$ _____ Term Bonds due September 1, 20_____</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

- (e) The Bonds are also subject to extraordinary optional redemption as described in the Official Statement under “DESCRIPTION OF THE BONDS — Redemption Provisions.”

APPENDIX B

ISSUE PRICE CERTIFICATE

The undersigned hereby certifies as follows with respect to the sale of the CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT) (the "Obligations"):

1. The undersigned is the underwriter that purchased the Obligations from the City of Celina, Texas (the "Issuer").

2. The undersigned has made a bona fide offering of all of the Obligations of each maturity to the public at the initial offering prices set forth in the Issuer's Official Statement with respect to the Obligations, dated December 7, 2015 (the "Official Statement").

3. The initial offering price (expressed as a dollar amount, yield percentage, or percentage of principal amount and exclusive of accrued interest) at which a substantial amount (at least 10%) of the Obligations of each maturity was sold to the public (as defined in paragraph 4) is as set forth on page (i) of the Official Statement [except for the Obligations maturing in the years 20__, 20__ and 20__ (collectively, the "Unsold Maturities")].

[4. In the case of each of the Unsold Maturities, the undersigned reasonably expected, as of the sale date of the Obligations, to sell a substantial amount (at least 10%) of each of the Unsold Maturities to the public at the initial offering price set forth in the Official Statement.]

5. The term "public," as used herein, means persons other than bondhouses, brokers, dealers, and similar persons or organizations acting in the capacity of underwriters or wholesalers.

6. The initial offering prices described above reflect current market prices at the time of such sales.

7. The undersigned understands that the statements made herein will be relied upon by the Issuer in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Obligations from the gross income of their owners.

EXECUTED and DELIVERED this _____.

JEFFERIES LLC

By: _____

Title: _____

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

By: _____

Title: _____

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

APPENDIX C

[LETTERHEAD OF THE ATTORNEY FOR THE CITY]

[CLOSING DATE]

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Hillwood Investment Properties IV, LP
3090 Olive St, Ste. 300
Dallas, Texas 75219

\$7,275,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$7,275,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2015-____ and enacted by the City Council of the City (the “City Council”) on December 7, 2015 (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 December 1, 2015 (the “Indenture”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) The Resolution No. 2015-34R (the “Creation Resolution”) enacted by the City Council on July 14, 2015;

(b) The Ordinance No. 2015-__ accepted and approved by City Council on December 7, 2015, and the Service and Assessment Plan attached as an exhibit thereto (the “Assessment Ordinance”), as such Service and Assessment Plan was updated by the Bond Ordinance; and

(c) The Bond Ordinance;

(e) The Indenture;

(f) The PID Reimbursement Agreement Wells South effective December 7, 2015, executed and delivered by the City and Celina Development, LLC (as an affiliate of Hillwood Investment Properties IV, LP, a Texas limited partnership) (the “Developer”) (the “PID Reimbursement Agreement”);

(g) The Amended and Restated Development Agreement (Wells South Tract) effective April 28, 2015, executed and delivered by the City and the Developer (the “Development Agreement”);

(h) The Continuing Disclosure Agreement of Issuer, dated as of December 1, 2015, executed and delivered by the City and FSC Continuing Disclosure Services, a division of First Southwest Company (the “Dissemination Agent”) (the “Continuing Disclosure Agreement of Issuer”); and

(i) The Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation dated December [22], 2015, executed and delivered by the City and the Developer (the “Redemption/Waiver Agreement”).

The Creation Resolution, the Assessment Ordinance and Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

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 City 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 City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge after due inquiry, 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 special assessments in 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 City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City 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 City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City 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.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

APPENDIX D-1

[LETTERHEAD OF GENERAL COUNSEL TO THE DEVELOPER]

[CLOSING DATE]

City of Celina
142 North Ohio Street
Celina, TX 76201

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

\$7,275,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

I am assistant general counsel for Celina Development, LLC, a Texas limited liability company (the “Developer”) in connection with the issuance and sale by the City of Celina, Texas (the “City”), of \$7,275,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)” (the “Bonds”), pursuant to Indenture of Trust dated as of December 1, 2015 (the “Indenture”), by and between the City and U.S. Bank 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 “Wells South” (the “Development”) located in the City.

The Bonds are being sold to Jefferies LLC (the “Underwriter”), pursuant to that certain Bond Purchase Agreement and Developer Representations dated December 7, 2015 (the “Bond Purchase Agreement”), by and between the City, the Developer (for the limited purposes stated therein) and the Underwriter. This opinion is being delivered pursuant to Section 9(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In my capacity as assistant general counsel to the Developer, and for purposes of rendering the opinions set forth herein, I have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “Documents”):

- (1) The Indenture;
- (2) The Bond Purchase Agreement;
- (3) The PID Reimbursement Agreement;
- (4) The Development Agreement;
- (5) The Redemption/Waiver Agreement; and
- (6) The Continuing Disclosure Agreement of Developer.

The Documents identified as items (2) through (6), inclusive, are hereinafter referred to as the “Material Documents.”

(b) Certificate of the Developer dated as of the date hereof certifying as to (i) the Developer’s organizational documents as such are in effect as of the date hereof (the “Developer Basic Documents”); (ii) the resolution of the Developer and RE Project, LP, the Managing Member (herein so called) of the Developer, adopted as of _____, 2015, authorizing the execution of the applicable Material Documents to which the Developer is a party and related matters; and (iii) certain other matters (the “Developer Certificate”);

(c) Evidence that the Developer and Managing Member are each authorized to do business in the State of Texas and are in good standing;

(e) The Preliminary Official Statement, dated November 5, 2015, as supplemented on November 25, 2015, relating to the issuance of the Bonds (collectively, the “Preliminary Official Statement”);

(f) The final Official Statement, dated December 7, 2015, relating to the issuance of the Bonds (the “Official Statement”); and

(g) Such other documents, records, agreements, and certificates of the Developer and Managing Member and their respective constituent parties and

such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In rendering the opinions set forth herein, I have assumed: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power and authority (corporate, limited liability company, partnership or other) to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding due formation, 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, and (viii) that no laws or judicial, administrative, or other action of any Governmental Authority (as defined in Schedule I attached hereto) of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, I am of the opinion that:

1. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas and the Managing Member is the sole managing member of the Developer and is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas.
2. The Developer has the requisite power and authority under to execute, deliver and perform its obligations under the Material Documents. The execution and delivery by the Developer of each Material Document and the performance by the Developer of its obligations thereunder have been duly authorized by all requisite company action on behalf of or on the part of the Developer.
3. 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 (as defined in Schedule I attached hereto); (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 known to me 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; or (iii) constitute a violation of its partnership agreement or certificate of formation.

4. No Governmental Approval (as defined in Schedule I attached hereto) 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 (a) the execution and delivery by the Developer of the Material Documents to which it is a party, or (b) 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).

5. The Material Documents to which the Developer is a party have been duly executed and delivered by the Developer and constitute the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its 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, and (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.

6. There are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise known to me in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Official Statement the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. 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 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.

8. The information set forth in the Official Statement under the captions "PLAN OF FINANCE — Development Plan," "THE MAJOR IMPROVEMENT AREA PROJECT," "THE DEVELOPMENT," and "THE DEVELOPER," and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer,

the Major Improvement Area Projects, and the Development), “LEGAL MATTERS — Litigation – The Developer,” and “CONTINUING DISCLOSURE — The Developer” is true and correct in all material respects 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, as of the date thereof.

I 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. I assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if I become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Schedule I

As used herein, “Applicable Law” means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

As used herein, “Governmental Approval” means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any Governmental Authority of the State of Texas or any governmental authority or instrumentality of the United States of America pursuant to any Applicable Law.

As used herein, “Governmental Authority” means the government of the State of Texas, and any agency, authority, statewide subdivision instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to such government.

APPENDIX D-2
[LETTERHEAD OF SPECIAL COUNSEL TO THE DEVELOPER]

[December 22, 2015]

City of Celina
142 North Ohio Street
Celina, TX 76201
Attn: Mr. Mike Foreman

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932
Attn: Robert D. Dransfield

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

\$7,275,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Celina Development, LLC, a Texas limited liability company (the “Developer”), in connection with the issuance and sale by the City of Celina, Texas (the “City” or the “Issuer”), of \$7,275,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)” (the “Bonds”), pursuant to the Indenture of Trust dated as of December 1, 2015 (the “Indenture”), by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to reimburse the Developer for the costs of certain public infrastructure improvements in the residential development known as “Wells South” located in the City.

The Bonds are being sold to Jefferies LLC (the “Underwriter”), pursuant to that certain Bond Purchase Agreement and Developer Representations dated December 7, 2015 (the “Bond Purchase Agreement”), between the City, the Underwriter and the Developer (for the limited purposes stated therein). This opinion is being delivered pursuant to **Section 9(d)** of 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 “Reviewed Documents”):

- (1) *Amended and Restated Development Agreement (Wells South Tract)* effective April 28, 2015, among the City and the Developer, and other landowners (the “Development Agreement”);
- (2) *PID Reimbursement Agreement – Wells South* effective December 7, 2015 between the City and the Developer (the “Reimbursement Agreement”);
- (3) *Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation* dated as of December [22], 2015, executed and delivered by the City and the Developer (the “Redemption/Waiver Agreement”); and
- (3) *City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) Continuing Disclosure Agreement of Developer* dated as of December 1, 2015 between the Developer, Municap, Inc. and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the “Continuing Disclosure Agreement”).

- (b) The Preliminary Official Statement dated November 5, 2015 relating to the issuance of the Bonds;
- (c) The Supplement to the Preliminary Official Statement dated November 25, 2015 relating to the issuance of the Bonds;
- (d) The final Official Statement dated December 7, 2015, relating to the issuance of the Bonds; 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 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 Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on Exhibit A attached to this letter and the exclusions set forth on Exhibit B attached to this letter.

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 Certificates of the Developer delivered pursuant to the Bond Purchase Agreement; and (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Scott Norman, assistant general counsel to the Developer (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.

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 Shupe Ventura Lindelow & Olson, PLLC attorneys who have given substantive attention to matters concerning the Developer during the course of our representation of the Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the Developer. 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 the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute the legal, valid, and binding obligations of enforceable against the Developer in accordance with their respective terms.
2. The execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Developer or any ordinances of the City applicable to the Developer.
3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Developer to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Developer that are described in the Reviewed Documents.

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) which purport to require that all amendments, waivers and terminations be in writing or to require 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; (xxiii) an exemption from any sales or other taxes; (xiv) disclaiming or limiting warranties implied by or required pursuant to law; (xxv) waiving the defense that an adequate remedy at law exists; and (xxvi) 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 the indemnification of architects; (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.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and 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. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. 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,

SHUPE VENTURA LINDELOW & OLSON, PLLC

Date: December 22, 2015

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All 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 Reviewed Documents, and no waiver or release of any right or remedy thereunder;
8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; 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.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “Bond Documents”), and we specifically express no opinion with respect to the Bond Documents:

1. Federal securities laws and regulations administered by the Securities and Exchange Commission and state “Blue Sky” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the Issuer or any party to the Bond Documents with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and
17. The Bond Purchase Agreement, Indenture, Preliminary Official Statement, the Supplement to Preliminary Official Statement, final Official Statement, and any other Bond Documents.

APPENDIX E

[LETTERHEAD OF APPRAISER]

[DATE]

City of Celina
142 North Ohio Street
Celina, TX 76201

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, Jackson Claborn, Inc., appraiser of (i) the undeveloped property contained in Wells South Public Improvement District ("District"), does hereby represent the following:

1. On behalf of Jackson Claborn, Inc., I have supplied certain information contained in the Preliminary Official Statement for the Bonds, dated November 5, 2015, as supplemented on November 25, 2015, and the Official Statement for the Bonds, dated December 7, 2015 (together, the "Official Statement"), 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 in the District, located in Appendix F to the Official Statement.

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Official Statement 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 use of the name of my firm in the Official Statement 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 December 22, 2015) which would render any such information in the Official Statement 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 representation.

Sincerely yours,

JACKSON CLABORN, INC.

By: _____
Its: _____

APPENDIX F

[LETTERHEAD OF SPECIAL ASSESSMENT CONSULTANT]

[DATE]

City of Celina
142 North Ohio Street
Celina, TX 76201

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, of Development Planning & Financing Group, Inc. ("DPFG"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Wells South Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of DPFG, I have supplied certain information contained in the Preliminary Official Statement, dated November 5, 2015, as supplemented on November 25, 2015, (together, the "Preliminary Official Statement"), and the final Official Statement, dated December 7, 2015 (the "Official Statement"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information I provided for the Preliminary Official Statement and the Official Statement is located (a) under the caption "THE SPECIAL ASSESSMENT CONSULTANT" and (b) in the Service and Assessment Plan (the "SAP") for the City located in Appendix C to the Official Statement.

2. To the best of my professional knowledge and belief, the portions of the Official Statement described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the following in the Official Statement for the Bonds: (a) the information under the caption "THE SPECIAL ASSESSMENT CONSULTANT" and (b) the SAP.

4. I agree to the use of the name of my firm in the Official Statement for the Bonds.
5. 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 December 22, 2015) which would render any such information in the Official Statement untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.
6. The undersigned hereby represents that he has been duly authorized to execute this letter of representation.

Sincerely yours,

DEVELOPMENT PLANNING & FINANCING
GROUP, INC.

By: _____
Its: _____

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement dated as of December 1, 2015 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”) and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)” (the “Bonds”). The Issuer 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 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 December 1, 2015, 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:

“Administrator” shall mean the employee or designee of the City, 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.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“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 Bond Disclosure 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 Celina Development, LLC, a Texas limited liability company, and its successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of December 1, 2015 executed and delivered by the Developer and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean FSC Continuing Disclosure Services, a division of First Southwest Company, LLC, 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 Wells South Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Major Improvement Area” shall mean the property with the District not within Neighborhood Improvement Area #1.

“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.

“Neighborhood Improvement Area #1” shall mean the first phase of the development within the District.

“Outstanding” shall mean, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the Indenture, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax liability.

“Trustee” shall mean U.S. Bank National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Bond Disclosure 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, 2015, 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 six months after the end of the Issuer’s Fiscal Year. 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 securing the Bonds.

(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 Special Assessments in Major Improvement Area. Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within Major Improvement Area, such SAP Update shall include, the number of new homes completed in Major Improvement Area during such Fiscal Year and the aggregate number of new homes completed within Major Improvement Area since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2015.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within Major Improvement Area based on the most recent certified tax roll available to the Issuer.

(iv) The current or delinquent status of the payment of the Special Assessment for each parcel or lot in Major Improvement Area as of February 15 of the calendar year immediately succeeding such Fiscal Year.

(v) 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 Special Assessments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(vi) The total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Special Assessments collected and Special Assessments prepaid during such Fiscal Year.

(vii) 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.

(viii) 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 in the preceding paragraph. 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.
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.

For these purposes, any event described in the immediately preceding paragraph (12) 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.

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 (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 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, 10, 13, or 14 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 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 such series of 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 FSC Continuing Disclosure Services, a division of First Southwest Company, LLC.

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 Bond Disclosure 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. 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 Special Assessments collected from the property owners in Major Improvement Area 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.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT 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 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 IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Special Assessment Timeline. The basic expected timeline for the collection of Special Assessments and the anticipated procedures for pursuing the collection of delinquent

Special 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 Special Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer 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 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 agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, 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 Annual Collection Costs 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 Special Assessments collected from the property owners in Major Improvement Area of the District, for its fees and expenses for the Dissemination Agent's services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. 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.

[remainder of page left blank intentionally]

CITY OF CELINA, TEXAS

By: _____
Mayor

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(MAJOR IMPROVEMENT AREA)

FSC CONTINUING DISCLOSURE SERVICES,
a division of First Southwest Company, LLC
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(MAJOR IMPROVEMENT AREA)

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 2015
 (Wells South Public Improvement District Major Improvement Area
 Project)
 Date of Delivery: _____, 20__

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 December 1, 2015, between the Issuer and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC, as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

FSC Continuing Disclosure Services,
 a division of First Southwest Company, LLC
 on behalf of the City of Celina, Texas
 (as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

ANNUAL BOND DISCLOSURE 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

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) - (viii)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS
AND PURSUIT OF DELINQUENCIES**

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Special Assessments are due.
February 1	1	Special Assessments Delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, 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 Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified. Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Special Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure. If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments,

March 1

28/29

the collection-foreclosure procedure will proceed against all delinquent properties.

Trustee pays bond interest payments to bondholders.

Reserve Fund payment to Bond Fund may be required if Special Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

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.

March 20

47/48

Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies.

If any property owner with ownership of property responsible for more than \$10,000 of the Special Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Special Assessments.

April 15

74/75

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent 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.

May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	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 bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	120/121	Foreclosure action to be filed with the court.
June 15	134/135	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

EXHIBIT D
REDEMPTION AGREEMENT

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

AGREEMENT REGARDING CONVEYANCE OF RIGHT OF REDEMPTION AND WAIVER OF AGRICULTURAL VALUATION

WELLS SOUTH PID

THIS AGREEMENT REGARDING CONVEYANCE OF RIGHT OF REDEMPTION AND WAIVER OF AGRICULTURAL VALUATION—WELLS SOUTH PID (“Agreement”), dated as of December 7, 2015 (the Effective Date”), by and among CELINA DEVELOPMENT, LLC, a Texas limited liability company (“Landowner”), the CITY OF CELINA, TEXAS (the “City”), acting by and through its duly authorized representative, and U.S. BANK NATIONAL ASSOCIATION and any successor thereto (“Escrow Agent”). Capitalized terms not defined herein have the meaning ascribed to them in the PID Reimbursement Agreement (defined below).

RECITALS

A. WHEREAS, on July 14, 2015, the City authorized the formation of Wells South Public Improvement District (the “District”) on the District Property in accordance with Chapter 372 of the Texas Local Government Code, as amended. The “Property” or the “District Property” shall mean that certain approximately 400.524 acres of land located in Collin County, Texas and more particularly described on **Exhibit “A”** attached hereto;

B. WHEREAS, Landowner intends to develop the Property as a single-family and mixed-use development and proposes to construct certain Public Improvements to serve the Property and transfer certain of those improvements to the City in accordance with the terms and provisions of the Reimbursement Agreement - Wells South Public Improvement District, dated as of December 7, 2015, between the Landowner and the City (the “PID Reimbursement Agreement”);

C. WHEREAS, the City will adopt an Assessment Ordinance, a Service and Assessment Plan, and will levy assessments on all or a portion of the District Property (“Assessed Property”) and, the City will issue bonds, subject to the Bond Indenture, for payment of costs associated with construction and/or acquisition of the Public Improvements; and

D. WHEREAS, as a condition precedent to the City’s performance of its obligations under the PID Reimbursement Agreement, Landowner has agreed to (a) convey to the Escrow Agent all rights to redeem any portion of the Property, which is Assessed Property and that has an agricultural use valuation, following a tax sale, and (b) execute and deliver into escrow with the Escrow Agent a waiver of agricultural use valuation as described in Section 2 hereof.

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

SECTION 1. CONVEYANCE OF RIGHT OF REDEMPTION.

Landowner has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, without warranty, unto the Escrow Agent all rights that Landowner and its successors and assigns now have or in the future may have in equity, or under common law, statutory law, the Constitution of the State of Texas or otherwise to redeem, repurchase or reacquire those portions of the Property that are Assessed Property and are designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code (the “Non-Redeemable Property”) following a foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale, including, without limitation, any and all rights arising under Section 34.21 of the Texas Tax Code, as amended (“Tax Redemption Rights”).

TO HAVE AND TO HOLD the Tax Redemption Rights in the Non-Redeemable Property belonging in any way to Landowner, unto the Escrow Agent, its successors and assigns, forever, so that neither Landowner nor Landowner’s successors and assigns, nor any other person claiming by, through or under Landowner, shall at any time hereafter have, claim or demand any right, title, or interest in and to the Tax Redemption Rights in the Non-Redeemable Property or any part thereof, except as expressly provided in this Agreement.

In the event that a court of competent jurisdiction enters a final judgment that the foregoing conveyance of Tax Redemption Rights is not effective, the Developer hereby absolutely, unconditionally and irrevocably waives, releases, relinquishes and surrenders forever, on behalf of itself and its successors and assigns, and agrees not to assert or exercise any and all Tax Redemption Rights it now has or in the future may have in equity, pursuant to statute, the Constitution of the State of Texas or otherwise to redeem, repurchase or reacquire any portion of the Property that is Non-Redeemable Property following a foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale, including, without limitation, any and all rights arising under Section 34.21 of the Texas Tax Code, as amended.

SECTION 2. DEPOSIT OF FUNDS WITH ESCROW AGENT/WAIVER OF AGRICULTURAL USE VALUATION.

(a) Special Assessment Fund. Concurrently with the closing on the initial PID Bonds for the Property, the Landowner will deposit \$5,000.00 with the Escrow Agent (“Special Assessment Fund”) which is estimated to be two years of ad valorem taxes levied by all taxing units on the portion of the Property subject to agricultural valuation for the calendar years 2014 and 2015. Escrow Agent is instructed to hold the Special Assessment Fund in cash until such time it receives further instruction from the City to either (i) return the funds to the Landowner; or (ii) deliver the funds to the City if, and only if, the Agricultural Use Waiver is released to the City under Section 2(b) below; provided however, if on the eighth anniversary of the execution of this Agreement (the “Anniversary Date”), the Escrow Agent has not received instruction from

the City, then it shall return such funds to the Landowner within thirty (30) days of the Anniversary Date and this Agreement shall terminate subject to the return of the Agricultural Use Waiver as described in Section 2(b) below.

(b) Delivery of Agricultural Use Waiver Into Escrow. Concurrently with the execution and delivery of this Agreement and the deposit of the Special Assessment Fund, Landowner has delivered to the Escrow Agent five (5) originals of an executed waiver of agricultural use valuation (the “Agricultural Use Waiver”) waiving any agricultural use valuation and any right to special appraisal with respect to Non-Redeemable Property. Such Agricultural Use Waiver shall be in the form thereof attached hereto as **Exhibit “B”** and made a part hereof for all purposes.

The Escrow Agent shall hold the Agricultural Use Waiver in escrow until it receives further instruction from the City either to (i) deliver the Agricultural Use Waiver to the City if, and only if, foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale has occurred with respect to Non-Redeemable Property; or (ii) return the Agricultural Use Waiver to the Landowner; provided however, if on the Anniversary Date the Escrow Agent has not received such instruction from the City, then it shall return the Agricultural Use Waiver to the Landowner within thirty (30) days of the Anniversary Date and this Agreement shall terminate subject to the Special Assessment Fund being returned to the Landowner as described in Section 2(a) above. Notwithstanding the foregoing, if a foreclosure sale of a tax lien that has been conducted in a legally sufficient manner with respect to Non-Redeemable Property has failed to occur for any reason other than the payment by the Landowner of the delinquent taxes and/or assessments, penalties and interest, then, upon the City’s instruction and certification to Escrow Agent and Landowner that such failed foreclosure sale has occurred, the Escrow Agent shall deliver the Agricultural Use Waiver to the City.

SECTION 3. DEFAULT AND REMEDIES.

If Landowner or any subsequent owner of Non-Redeemable Property shall violate any of the terms and provisions set forth in this Agreement, then the Escrow Agent shall have any remedies available at law or in equity. Escrow Agent shall provide thirty (30) days’ notice to any lender or mortgagee that holds a lien or security interest in all or a portion of the Assessed Property prior to taking any enforcement action. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Landowner under this Agreement shall be several, not joint.

SECTION 4. MISCELLANEOUS.

(a) Term of Agreement. This Agreement shall continue in full force and effect until Escrow Agent receives instruction from the City under Section 2(a)-(b) or the Anniversary Date and the return of Special Assessment Fund and Agricultural Use Waiver to the Landowner.

(b) Covenants Run with the Land; Transfers of the Property. This Agreement shall be recorded in the deed records of Collin County, Texas, and shall run with the land and the ownership of any Non-Redeemable Property and shall be binding upon subsequent owners having an interest in the Non-Redeemable Property. Upon the acquisition by any party of any interest in the Non-Redeemable Property, (a) such party shall automatically and without further action by such party or any other party be deemed to have assumed and agreed to be bound by this Agreement from and after the date of such transfer, and (b) the Landowner shall be released of liability with respect to the transferred interest in the Non-Redeemable Property from and after the date of such transfer, but not prior thereto. Without limiting the foregoing, any party who acquires a fee interest in any portion of the Non-Redeemable Property ("Subsequent Owner") shall, and hereby shall be deemed to have agreed to, (i) execute and record in the Real Property Records of Collin County, Texas, promptly following the recording of the conveyance instrument, an agreement in the form attached hereto as **Exhibit "C"** (the "Acknowledgment and Agreement") to acknowledge that such party is subject to the terms of this Agreement, expressly agreeing to comply with the terms and provisions of this Agreement applicable to the portion of the Non-Redeemable Property acquired by such party, and waiving such party's right to redeem such portion of the Non-Redeemable Property, and (ii) execute and deliver to the Escrow Agent, concurrently with the recording of the Acknowledgment and Agreement, five (5) Agricultural Use Waivers in the form attached hereto as **Exhibit "B"** for that portion of the Non-Redeemable Property acquired by such party. In the event that the number of Agricultural Use Waivers signed by a Subsequent Owner that are held by Escrow Agent is less than two (2) and some portion of the Property owned by the Subsequent Owner is Non-Redeemable Property, such Subsequent Owner agrees to promptly execute and deliver to the Escrow Agent, to be held in and released from escrow as provided herein, another Agricultural Use Waiver for use with any remaining Non-Redeemable Property owned by such Subsequent Owner; provided, however, the Escrow Agent shall deliver to the Collin County Tax Assessor/Collector or its successor an Agricultural Use Waiver with respect to the remaining Non-Redeemable Property owned by a Subsequent Owner that has not paid taxes or Assessments as required by this Agreement, if said Subsequent Owner does not execute and deliver to the Escrow Agent such additional Agricultural Waivers within thirty (30) days of a written request by the Escrow Agent.

(c) Release of Obligations and Notice of Termination. Upon termination of this Agreement, whether by receipt by the Escrow Agent of instruction from the City under Section 2(a)-(b) or the occurrence of the Anniversary Date and the return of Special Assessment Fund and Agricultural Use Waiver to the Landowner, the Escrow Agent shall record the Release of Obligations and Notice of Termination of this Agreement in the form attached hereto as **Exhibit "D"** in the deed records of Collin County, Texas.

(d) **INDEMNIFICATION. LANDOWNER AND SUBSEQUENT OWNERS, SEVERALLY SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY AND HOLD HARMLESS ESCROW AGENT AND EACH DIRECTOR, OFFICER, EMPLOYEE, ATTORNEY, AGENT AND AFFILIATE OF ESCROW**

AGENT AND CITY (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) AGAINST ANY AND ALL ACTIONS, CLAIMS (WHETHER OR NOT VALID), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES, COSTS AND EXPENSES) INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES AS A RESULT OF OR ARISING FROM OR IN ANY WAY RELATING TO ANY CLAIM, DEMAND, SUIT, ACTION OR PROCEEDING BY ANY PERSON, INCLUDING WITHOUT LIMITATION SUCH LANDOWNER, ASSERTING A CLAIM FOR ANY LEGAL OR EQUITABLE REMEDY AGAINST ANY PERSON ARISING FROM OR IN CONNECTION WITH THE NEGOTIATING, EXECUTION, PERFORMANCE OR FAILURE OF PERFORMANCE OF THIS AGREEMENT BY LANDOWNER OR SUCH SUBSEQUENT OWNER, AS APPLICABLE, WHETHER OR NOT ANY SUCH INDEMNIFIED PARTY IS A PARTY TO ANY SUCH SUIT, ACTION OR PROCEEDING; PROVIDED, HOWEVER, THAT NO INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO BE INDEMNIFIED HEREUNDER FOR ANY LIABILITY FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, SUBJECT TO NO FURTHER APPEAL, TO HAVE RESULTED SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. IT BEING THE EXPRESSED INTENTION OF THE PARTIES THAT THE INDEMNIFIED PARTIES ARE TO BE HELD HARMLESS AND INDEMNIFIED FOR THEIR OWN NEGLIGENCE.

(e) Escrow Agent’s Fees. The Escrow Agent shall not charge a fee for the performance of services hereunder.

(f) Binding Effect. This Agreement shall be binding upon the Landowner and its successors, receivers, trustees, and assigns and shall inure to the benefit of the City, the Escrow Agent and the successors and assigns of the City and Escrow Agent.

(g) Amendments. This Agreement may be modified or amended only by a written agreement executed by the Escrow Agent, the City, and each owner of Non-Redeemable Property and recorded in the Official Public Records of Collin County, Texas.

(h) Severability; No Waiver. If any provision of this Agreement is held invalid or unenforceable, no other provision of this Agreement will be affected by such holding and all other provisions of this Agreement will continue in full force and effect. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver of such requirement or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

(i) Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight

courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the address set forth below or at such other address as may be specified in writing by any Party hereto to the other parties hereto.

If to the City:

Attn: Mike Foreman, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: mforeman@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvllaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to:

Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner:

Celina Development, LLC
Attn: Brian Carlock
Hillwood Communities
3090 Olive Street, Suite 300
Dallas, Texas 75219
E-mail: brian.carlock@hillwood.com
TEL: (972) 201-2932
FAX: (972) 201-2959

With a copy to:

Attn: Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

If to Trustee: U.S. Bank National Association
Attn: Bond Operations

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

13737 Noel Road, Suite800
Dallas, Texas 75240
Facsimile: (972) 581-1660
Telephone: (972) 581-1623

(j) Third Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the Parties, the Escrow Agent and the holders of the Bonds only and are not for the benefit of any other third party and, accordingly, no other third party shall have the right to enforce the provisions of this Agreement.

(k) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of Page Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives on dates set forth in the acknowledgements below, to be effective as of the day and year first above written.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on December ___, 2015, by Sean Terry, Mayor, on behalf of said City of Celina, Texas.

Notary Public, State of Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF DALLAS §

THIS INSTRUMENT is acknowledged before me on _____, 2015, by _____, _____ of Celina Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Israel Lugo, Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December ____, 2015, by Israel Lugo, Vice President on behalf of U.S. Bank National Association.

Notary Public, State of Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

Exhibit "A"**Description of District Property****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;

Exhibit "A"

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 PKnail 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.

EXHIBIT B**WAIVER OF SPECIAL APPRAISAL**

THE STATE OF TEXAS §
 § KNOW EVERYONE BY THESE PRESENTS:
 COUNTY OF COLLIN §

THAT this Waiver of Special Appraisal (this “Waiver”) is made and entered into as of the ____ day of _____, 20____, for the benefit of the City of Celina, Texas (the “City”) and the Escrow Agent (as defined below), by Celina Development, LLC, a Texas limited partnership (“Landowner,” whether one or more), owner of the property described on Schedule 1 hereto (the “Property”), which Property is located within Wells South Public Improvement District (the “District”), a public improvement district of the City, pursuant to Texas Tax Code Ann. §23.20.

RECITALS

A. The City has the right to levy special assessments on land located within the District pursuant to a separate ordinance enacted by the City Council of the City, which assessments are intended to provide for the financing of certain improvements for the benefit of the District.

B. The purpose of the City in selling its special assessment revenue bonds is to provide, among other things, financing for certain improvements to serve the District (the “Facilities”).

C. Escrow Agent is the trustee described in that certain Reimbursement Agreement - Wells South Public Improvement District having an effective date of December 7, 2015, by and between Landowner and the City.

D. In furtherance of this purpose, the City has agreed to reimburse Landowner for payments made for certain Public Improvements pursuant to that certain Indenture of Trust dated as of December 1, 2015, between the City and the Escrow Agent.

E. Landowner acknowledges that the election by Landowner to claim agricultural use exemptions or valuations arising under Section 23.41 of the Texas Tax Code, as amended (collectively, the “Exemptions”), but not including any residential homestead exemption, for the Property would be detrimental to the property valuation base and may significantly impair the ability of the City to meet its debt obligations for its special assessment revenue bonds.

F. Landowner further acknowledges that the exercise of the right to redemption after a tax sale pursuant to Section 34.21 of the Texas Tax Code would also significantly impair the City's ability to meet its debt obligations for its special assessment revenue bonds.

WAIVER

Section 1. Waiver of Exemptions. Landowner, on behalf of itself, its successors and assigns, (i) irrevocably waives its right to claim any of the Exemptions with respect to the Property for a period of thirty (30) years beginning on the date this Waiver is received by the Collin County Tax Assessor/Collector (the "Waiver Period"); (ii) authorizes the City and/or the Escrow Agent to file this Waiver with the Chief Appraiser of the Collin County Appraisal District, or its successors, in accordance with the terms of the Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation-Wells South PID having an effective date of December 7, 2015; and (iii) covenants that it will not, during the Waiver Period, if applicable, make any claim for a special appraisal except on written authorization of the Escrow Agent. Landowner acknowledges that it may have the right under Article 8 of the Texas Constitution to assert some or all of the Exemptions which it is waiving herein, and agrees that it shall be estopped from claiming such Exemptions at any time during the Waiver Period, if applicable, provided, however, it is expressly acknowledged and agreed by Landowner that mechanisms for single family residences now available or to be made available by any change in Texas laws for the reduction of ad valorem tax liability or of valuation for the purposes of ad valorem taxes or other assessments with respect to real property, such as exemptions for homesteads, disabled veterans, and elderly homesteads, are not included in the definition of Exemptions and are expressly allowed, to the extent such exemptions would be otherwise available, with respect to the Property.

Section 2. Disclosures of Lienholders. Landowner represents and warrants that Inwood National Bank is the lienholder on the Property.

Section 3. Covenants to Run with Land. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Landowner and its successors and assigns. In particular, each successive purchaser of the Property shall, upon purchase thereof (or such portion thereof) be deemed to have waived its right to claims of the Exemptions with respect to the Property (or such portions thereof) at any time during the Waiver Period, if applicable.

Section 4. Enforceability. The covenants and restrictions binding the Property hereunder shall be enforceable only by the City, the Escrow Agent and their respective successors and assigns. This Waiver is for the sole benefit of the parties hereto, and of the Escrow Agent, and no other third party is intended to be a beneficiary of this Waiver.

Section 5. Termination. This Waiver shall continue in full force and effect until the earlier to occur of the following: (i) the expiration of the Waiver Period; or (ii) such time as the Escrow Agent approves a revocation in writing.

Section 6. Severability. Every provision of this Waiver is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable to the maximum extent permitted by law, it being the intent of the parties hereto to give full force and effect to the agreements made hereunder to the maximum extent permitted by law.

Section 7. Headings. The Section headings are included in this Waiver for convenience of reference only, and shall not be deemed to affect the substantive provisions of this Waiver.

Section 8. Remedies. If Landowner breaches its obligations hereunder, the Escrow Agent or the City (on behalf of the Escrow Agent), in addition to all other remedies set forth herein or otherwise available at law or in equity, shall be entitled to recover from Landowner the amount of assessments that would have been due to the City had Landowner complied with this Waiver. Such payment will be due and payable, and will incur penalties and charges under the same terms as if the payment had been an assessment obligation of Landowner to City.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives on the dates set forth in the acknowledgements below, to be effective as of the day and year first above written.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on December ____, 2015, by Sean Terry, Mayor, on behalf of said City of Celina, Texas.

Notary Public, State of Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF DALLAS §

THIS INSTRUMENT is acknowledged before me on December ___, 2015, by _____, _____ of Celina Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Israel Lugo, Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December ____, 2015, by Israel Lugo, Vice President on behalf of U.S. Bank National Association.

Notary Public, State of Texas

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)

EXHIBIT “C”

ACKNOWLEDGMENT OF ASSUMPTION AND CONVEYANCE OF RIGHT OF REDEMPTION

This Acknowledgment of Assumption and Conveyance of Right of Redemption (this “Acknowledgment and Agreement”) is entered into effective _____, 20__ by _____, a _____ (whether one or more, the “Buyer”) in favor of the City of Celina, Texas and the Escrow Agent, as such term is defined in the Redemption Agreement (defined below).

R E C I T A L S

A. WHEREAS, Buyer has purchased and acquired certain land described on **Exhibit A** attached hereto (the “Property”); and

B. WHEREAS, the Property is subject to that certain Agreement Regarding Conveyance of Right of Redemption and Wavier of Agricultural Valuation, dated on or about December 7, 2015 (the “Redemption Agreement”); and

C. WHEREAS, pursuant to a the requirements of the Redemption Agreement, it is a condition to the acquisition of the Property that the Buyer execute this Acknowledgment and Agreement and record same in the Real Property Records of Collin County, Texas; and

D. WHEREAS, the purchase price paid by Buyer for the Property was calculated and determined, in part, based upon the benefits and restrictions applicable to the Property and arising in connection with the Redemption Agreement and the other agreements executed in connection therewith and the requirement that Buyer execute this Acknowledgment and Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby represents, warrants and agrees as follows:

1. Buyer acknowledges that the Redemption Agreement continues to affect the Property, and that Buyer has assumed, and Buyer hereby does assume and agree to perform, the obligations of the Developer (as such term is defined in the Redemption Agreement) under the Redemption Agreement with respect to the Property.

2. Buyer hereby grants, sells, conveys and assigns to the Escrow Agent all rights Buyer and its successors and assigns now have or in the future may have in equity, pursuant to statute, the Constitution of the State of Texas or otherwise to redeem, repurchase or reacquire, following any foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale, any portion of the Property that constitutes Exempt Property (as defined in the Redemption Agreement), including, without limitation, any and all rights arising under Section 34.21 of the

Packet Pg. 639

EXHIBIT D**RELEASE OF OBLIGATIONS AND NOTICE OF TERMINATION**

THE STATE OF TEXAS §
 § KNOW EVERYONE BY THESE PRESENTS:
 COUNTY OF COLLIN §

All rights and obligations under that certain "Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation-Wells South PID" having an effective date of December 7, 2015 (the "*Agreement*") recorded in the real property records of Collin County, Texas, on December ___, 2015 at Instrument # _____ ARE HEREBY RELEASED and NOTICE IS HEREBY GIVEN of the termination of the Agreement in accordance with its terms.

Attachment: Wells MIA Bond Ordinance 12-3-15 (1354 : Wells South Bond Sale Ordinance for Major Improvement Area)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Ordinance Authorizing the Issuance and Sale of Neighborhood Improvement Area #1
 (NIA #1) Bonds for Wells South Public Improvement District (PID)

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 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) and approving and authorizing related agreements. (Wells South NIA #1) (Liebman)

Background Information:

At the August 11, 2015 Regular Meeting, the City Council passed an ordinance creating the Wells South Public Improvement District (PID). On October 27, 2015, the City Council approved the distribution of the Neighborhood Improvement Area Preliminary Official Statement, which precedes the approval of the issuance and sale of bonds associated with the NIA. The Neighborhood Improvement Area #1 represents the first phase of development and is comprised of ±94 acres of land.

Financial Considerations:

The City shall not incur any financial responsibility with respect to the Bonds issuance with the exception of certain staff administrative duties. 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 held liable in connection with the performance of its administrative duties and shall not risk the City's general funds or otherwise incur any financial liability other than with respect to the Pledged Revenues and the Annual Collection Costs.

Notification:

A notice was published in *The Celina Record* on October 30, 2015 and notices were sent via certified mail to the property owners on October 30, 2015. The original public hearing date was November 10, 2015 and the public hearing was continued to the December 7, 2015 City Council meeting.

Legal Obligations and Review:

The ordinance of the City of Celina authorizing the issuance and sale of Neighborhood

Improvement Area #1 (NIA #1) bonds for Wells South has been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Ordinance authorizing the issuance and sale of Wells South Neighborhood Improvement Area #1 (NIA #1) bonds.

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2015-68**AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.**

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Wells South Public Improvement District" (the "District"), pursuant to Resolution No. 2015-34R adopted by the City Council of the City (the "City Council") on July 14, 2015; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and held a public hearing on November 10, 2015, regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #1 of the District, and, after opening such public hearing then recessed the public hearing to December 7, 2015; and

WHEREAS, after reconvening the public hearing regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #1 of the District at the December 7, 2015 meeting of the City Council, and after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2015-66 (the "Neighborhood Improvement Area #1 Assessment Ordinance") on December 7, 2015; and

WHEREAS, in the Neighborhood Improvement Area #1 Assessment Ordinance, the City Council approved and accepted the Wells South Public Improvement District Service and Assessment Plan, dated December 7, 2015 (the "Service and Assessment Plan") relating to the District and levied the "Neighborhood Improvement Area #1 Special Assessments" (as defined in the Neighborhood Improvement Area #1 Assessment Ordinance, the "Neighborhood Improvement Area #1 Special Assessments") against the "Neighborhood Improvement Area #1 Assessment Roll" (as defined and described in the Service and Assessment Plan, the "Assessment Roll"). 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 Neighborhood Improvement Area #1 Special Assessments and other revenues received for the purposes of (i) paying a portion of the Costs of the Neighborhood Improvement Area #1 Projects, as defined in the Indenture (defined herein), (ii) paying a portion of the interest on the Bonds (defined herein) during and after the period of acquisition and construction of the Neighborhood Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)" (the "Bonds"), such series to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined herein); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the costs of the Neighborhood Improvement Area #1 Projects (as defined in the Indenture), (ii) approve the form, terms and provisions of an indenture of trust 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 an Official Statement (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below) and (vi) approve the forms, terms and provisions of a Redemption Agreement (defined below).

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 principal amount of \$5,790,000 for the purpose of providing funds for (i) paying a portion of the Costs of the Neighborhood Improvement Area #1 Projects, as defined in the Indenture (defined herein), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of December 1, 2015, between the City and U.S. Bank National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Indenture by the Mayor of the City, 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. The Mayor 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.

(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" (as defined in the Indenture) 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 Jefferies LLC (the "Underwriter") under that certain Bond Purchase Agreement and Developer Representations (the "Bond Purchase Agreement"), dated the date hereof, among the City, Celina Development, LLC, a Texas limited liability company (the "Developer"), 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 and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor of the City. The Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Official Statement. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto and the final Official Statement (the "Official Statement") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Mayor is hereby authorized and directed to execute such Official Statement with such changes and alterations therein as the Mayor may approve, such approval to be conclusively evidenced by such execution thereof. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor 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 Official Statement and Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the execution, approval and delivery of such Preliminary Official Statement and Official Statement by the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Official Statement and Official Statement pertaining to the Development (as defined in the Official Statement), the Developer (as defined therein) or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the "Dissemination Agent") 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 Mayor 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 Mayor, such approval to be evidenced by the execution thereof.

SECTION 5. Redemption Agreement. That certain agreement titled "Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation – Wells South Public Improvement District" (the "Redemption Agreement") between the City and the Developer is hereby authorized hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which are incorporated herein as a part hereof for all purposes and the Mayor is hereby authorized and directed to execute and deliver such Redemption Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor, such approval to be evidenced by the execution thereof. The Mayor's signature on the Redemption Agreement may be attested by the City Secretary.

SECTION 6. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and the City Secretary are 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 Director of Finance, and the City Secretary are 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.

SECTION 7. 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 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. 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 10. 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 11. 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 12. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

PASSED AND ADOPTED, this December 7, 2015.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF DECEMBER 1, 2015

SECURING

5,790,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of December 1, 2015 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, 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 by the Petitioner (defined herein) 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 extraterritorial jurisdiction of the City to be known as Wells South Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real 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 July 14, 2015, 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 Sec. 372.009 of the PID Act and on July 14, 2015, the City Council made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2015-34R, 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 July 24, 2015, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of 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 July 24, 2015; and

WHEREAS, on October 13, 2015, the City Council by Resolution 2015-__R made findings and determinations relating to the Costs of certain Public Improvements and by Resolution 2015-__R on the same date directed City staff to (i) prepare a proposed assessment roll as required by Section 372.016(a) of the PID Act, (ii) 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, (iii) publish such notice as required by Section 372.016(b) of the PID Act, and (iv) prepare a service and assessment plan in accordance with Sections 372.13 and 372.14 of the PID Act; and

WHEREAS, on _____, 2015, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City, to consider the proposed

“Assessment Roll” and the “Service and Assessment Plan” and the levy of the “Special Assessments” on property in 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 Assessment Roll and the Service and Assessment Plan and the levy of Special Assessments on property in the District to the last known address of the owners of the property liable for the Special Assessments; and

WHEREAS, the City Council convened the hearing on November 10, 2015, 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 Assessment Roll and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessment, the allocation of Costs, the purposes of the Special Assessment, the special benefits of the Special Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessment, and then the City Council recessed such public hearing until December 7, 2015; and

WHEREAS, on December 7, 2015, the City Council reconvened the public hearing first opened on November 10, 2015 as referenced above, and all persons who appeared, or requested to appear, in person or by their attorney, were also given the opportunity to contend for or contest the proposed Assessment Roll and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessment, the allocation of Costs, the purposes of the Special Assessment, the special benefits of the Special Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessment, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, and the levy of the Special 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, and

WHEREAS, on November 10, 2015, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance and therein levied the Special Assessments; and

WHEREAS, the City Council hereby finds and determines that the Assessment Roll and the Service and Assessment Plan should be approved and that the Special Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Special Assessments for the purpose of (i) paying a portion of the Costs of the Neighborhood Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)” (the “Bonds”), such Bonds being payable solely from the Assessment Revenue and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Indenture; and

Indenture of Trust
35535900.9/11507876

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and,

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Special Assessments have been prepaid, the lien on real property associated with such Special Assessment prepayment shall be released from the Trust Estate and shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does

hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“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 Special Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“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.

“Annual Collection Costs” mean the following actual or budgeted costs, as applicable, related to the annual collection costs of outstanding Special Assessments paid in installments, including the costs or anticipated costs of: (i) issuing, refunding or refinancing bonds, (ii) computing, levying, collecting and transmitting the Special Assessments (whether by the City, the Administrator or otherwise), (iii) remitting the Special Assessments to the Trustee, (iv) the City, the Administrator and Trustee (including legal counsel) in the discharge of their duties, (v) complying with arbitrage rebate requirements, (vi) complying with securities disclosure requirements, and (vii) the City in any way related to the collection of the Special Assessments in installments, including, without limitation, the administration of the District, maintaining the record of installments, payments and reallocations and/or cancellations of Special Assessments, and the repayment of the Bonds, including, without limitation, any associated legal expenses, the reasonable costs of other consultants and advisors and contingencies and reserves for such costs as deemed appropriate by the City Council. Special Assessments collected to pay Annual Collection Costs that are collected and not expended for actual Annual Collection Costs shall be carried forward and applied to reduce Annual Collection Costs in subsequent years to avoid the over-collection of Annual Collection Costs.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of the Special Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix B and related to the Neighborhood Improvement Area #1

Projects; which annual payment includes (i) the 0.20% additional interest rate collected on each annual payment of the Special Assessments for the prepayment reserve and the 0.30% additional interest rate collected on each annual payment of the Special Assessments for the delinquency reserve 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, and (ii) the City Improvement Portion used to calculate deposits into the City Improvement Account and the Bond Pledged Revenue Account as described in Sections 6.3(a) and (i) herein.

"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 Neighborhood Improvement Area #1 of the District against which a Special Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessment Ordinance" means Ordinance No. 2015-__ adopted by the City Council on December 7, 2015, that levied the Special Assessments on the Assessed Parcels.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

"Assessment Roll" means the Assessment Roll attached as Appendix B 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 Special Assessment against each Assessed Parcel related to the Bonds and the Neighborhood Improvement Area #1 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means \$25,000 and any integral multiple of \$5,000 in excess thereof.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act including those listed in Section III.A of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2015-__ adopted by the City Council on December 7, 2015 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 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.

"Certificate for Payment" means a certificate substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed and the Costs thereof, and requesting payment for such Costs from money on deposit in the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by the City Representative and delivered to the Trustee.

"City Contributed Neighborhood Improvement Area #1 Projects" means the portion of the Major Improvements allocable to Neighborhood Improvement Area #1 consisting of certain water and sewer improvements which benefit all Assessed Property within the District to be initially funded by the City from moneys other than the proceeds of the Bonds and reimbursed out of a portion of the Special Assessments as outlined in the Service and Assessment Plan. The total estimated cost of such City Contributed Neighborhood Improvement Area #1 Projects is \$_____.

"City Improvement Account" means the Account established pursuant to Section 6.1.

"City Improvement Portion" means the portion of a Special Assessment allocable to the City Contributed Neighborhood Improvement Area #1 Projects.

"City Order" means written instructions by the City, executed by a City Representative.

"City Reimbursement Amount" means the amount specified to be transferred to the City Improvement Account and paid to the City for reimbursement of the costs of the City

Contributed Neighborhood Improvement Area #1 Projects pursuant to the Revenue Allocation Certificate in accordance with Section 6.3(i) hereof.

“City Representative” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Costs” means the costs of the Public Improvements.

“Costs of Issuance Account” means the Account 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.

“Delinquency Reserve Account” means the Account established pursuant to Section 6.1.

“Delinquency Reserve Requirement” means an amount equal to 4% of the principal amount of the Outstanding Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Special Assessment, 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 Celina Development, LLC, a Texas limited liability company.

“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 Special Assessments against any Assessed

Parcel or Assessed Parcels, 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; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2016.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvement Area" means the property within the District not within Neighborhood Improvement Area #1 and further identified and depicted in Table II-B of the Service and Assessment Plan or in any Annual Service Plan Update.

"Major Improvement Area Assessed Parcel" means each respective parcel of land located within the Major Improvement Area of the District against which a Special Assessment is levied in accordance with the assessment roll relating to the Major Improvement Area attached as Appendix A to the Service and Assessment Plan.

"Major Improvement Area Bond Indenture" means the Indenture of Trust dated as of December 1, 2015 between the City and U.S. Bank National Association, securing the City's bonds entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)".

"Major Improvement Area Bonds Project Fund" means the project fund established under Section 6.1 of the Major Improvement Area Bond Indenture for payment of the Costs of Major Improvements allocable to the Major Improvement Area.

"Major Improvements" means the Public Improvements which will benefit all of the property within the District and are more particularly described in Section III.B of the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Neighborhood Improvement Area #1" means the initial phase to be developed within the District and further identified and depicted in Table II-B in the Service and Assessment Plan.

"Neighborhood Improvement Area #1 Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Neighborhood Improvement Area #1 Major Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Neighborhood Improvement Area #1 Projects" means the Public Improvements which will benefit the Assessed Parcels more particularly described in Section III.D of the Service and Assessment Plan plus a proportional share of costs for the Major Improvements allocable to Neighborhood Improvement Area #1.

"Outstanding" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means The George White Family Limited Partnership, a Texas limited partnership.

"PID Act" means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Bond Portion" means the portion of a Special Assessment allocable to the principal and interest on the Bonds.

"PID Reimbursement Agreement" means the "PID Reimbursement Agreement – Wells South" between the City and the Developer relating to the Bonds, dated as of _____, 2015, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Public Improvements within in the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the Bonds for funds advanced by the Developer and used to pay costs of Public Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less (a) the portion of the Assessment Revenue allocable to the City Contributed Neighborhood Improvement Area #1 Projects and deposited to the City Improvement Account pursuant to Sections 6.3(a) and 6.3(i) hereof, (b) the Annual Collection Costs and (c) Foreclosure Proceeds, (ii) the moneys held in any of the Pledged Funds, and (iii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Prepayment Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Prepayment Reserve Requirement" means an amount equal to 1.5% of the principal amount of the Outstanding Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Public Improvements" means the Authorized Improvements for which Special 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 for the benefit of the Assessed Parcels.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund 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 established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Prices" means, when used with respect to any Bond or portion thereof, the redemption prices shown in Section 4.3 of this Indenture.

"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 date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, or (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to subsections (c) and (d) of Section 6.7; and provided further that as a result of an optional redemption pursuant to Section 4.3, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$_____, which is an amount equal to [Maximum Annual Debt Service on the Bonds as of the date of issuance].

“Reserve Fund” means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Revenue Allocation Certificate” means the certificate delivered to the Trustee in accordance with Section 6.3(i) hereof.

“Service and Assessment Plan” means the document, including the Assessment Roll, as amended, which is attached as Exhibit A to the Assessment Ordinance.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Special Assessments” means the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, consisting of the PID Bond Portion, the City Improvement Portion and a portion to be paid for Annual Collection Costs, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it

determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Costs of the Neighborhood Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated December 1, 2015 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery 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, 2016 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
****	*****	*****
****	*****	*****
****	*****	*****

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

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:

- (a) a copy of the executed Assessment Ordinance;
- (b) a copy of the executed Bond Ordinance;
- (c) a copy of the executed Major Improvement Area Bond Indenture;
- (d) a copy of the executed PID Reimbursement Agreement;
- (e) a copy of this Indenture executed by the Trustee and the City; and
- (f) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which 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 to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of

registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

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__	

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__	

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__	

(b) At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds 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 redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a stated maturity required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the 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 sinking mandatory fund redemption.

Section 4.3. Optional Redemption.

(a) The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on any Interest Payment Date on or after September 1, 2021, such redemption date or dates to be fixed by the City, at the Redemption Prices shown below, plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 2021	101%
On or after September 1, 2022	100%

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)), transfers to the Redemption Fund made pursuant to Section 6.3(e), 6.3(f), 6.7(a), 6.7(c), 6.7(e), 6.7(f), or 6.7(j) hereof, or as a result of unexpended amounts transferred from the Project Fund as provided in Section 6.5(e).

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in minimum principal amounts of \$25,000 or any integral of \$5,000 in excess thereof by any method selected by the Trustee that results in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

(b) A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to \$25,000 or any integral of \$5,000 in excess thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the

redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture

with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;

- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account

(ii) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account;
- (B) Prepayment Reserve Account; and
- (C) Delinquency Reserve Account

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Neighborhood Improvement Area #1 Improvement Account;
 - (B) Neighborhood Improvement Area #1 Major Improvement Account;
- and
- (C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account.

(v) The following Accounts are hereby created and established under the Administrative Fund:

- (A) District Administration Account; and
- (B) City Improvement Account.

(c) Each Fund and Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the 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: \$_____;
- (v) to the Neighborhood Improvement Area #1 Improvement Account of the Project Fund: \$_____; and
- (vi) to the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 1 of each year while the Bonds are Outstanding and beginning in year 2016, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. Specifically, the City shall deposit or cause to be deposited Assessment Revenues as follows: (i) first, in the amounts specified in the Revenue Allocation Certificate to the City Improvement Account of the Administrative Fund the amounts specified to pay and reimburse the City for the City Contributed Neighborhood Improvement Area #1 Projects and (ii) second, to the Bond Pledged Revenue Account of the Pledged Revenue Fund to be used in the following order of priority: (a) first, amounts sufficient to pay debt service on the Bonds next coming due, (b) 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, (c) third, to the Prepayment Reserve Account and the Delinquency Reserve Account, respectively, amounts equal the Delinquency Component and the Prepayment Component described in Section 6.7(a) hereof, (d) fourth, to pay other costs of the Public Improvements, and (e) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall

transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the City may direct the Trustee by City Order to apply Special Assessments for any lawful purposes permitted by the PID Act for which Special Assessments may be paid.

(g) Any Special Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Special Assessments may be used under the PID Act.

(h) The City shall deliver a Revenue Allocation Certificate to the Trustee on or before February 1 of each year specifying the amounts to be deposited from the Assessment Revenues (i) into the City Improvement Account as the City Reimbursement Amount and (ii) into the Bond Pledged Revenue Account for application according to Section 6.3(a). Such amounts shall be calculated based on the percentage of that year's Annual Installment allocable to the City Improvement Portion as applied to the Annual Installments actually collected in such year. For example, assume (a) the percentage of a year's Annual Installment allocable to the City Improvement Portion is 15%, (b) the total amount of the Annual Installments billed in such year is \$100,000 and (c) the total amount of Annual Installments actually collected in such year is \$90,000. Accordingly, the deposit to the City Improvement Account in such year would be 15% of the amounts actually collected in such year, or \$13,500, rather than \$15,000.

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 interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(g) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
March 1, 2016	
September 1, 2016	
March 1, 2017	
[September 1, 2017]	

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Neighborhood Improvement Area #1 Improvement Account of the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Any funds received at Closing pursuant to the PID Reimbursement Agreement shall be applied as provided therein. Such provisions and procedures are herein incorporated by reference and deemed set forth herein in full.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from all other Accounts of the Project Fund to pay Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The disbursement of funds from the Project Fund pursuant to a Certificate for Payment shall be pursuant to and accordance with the disbursement procedures described in the PID Reimbursement Agreement. Such provisions and procedures related to such disbursement contained in the PID Reimbursement Agreement, and no other provisions of the PID Reimbursement Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) The Major Improvement Area Bond Indenture has established thereunder the Major Improvement Area Project Fund for purposes of paying the Costs of the Major Improvements allocable to the Major Improvement Area pursuant to and as described in the Service and Assessment Plan. Upon receipt of, and pursuant to instructions contained within, a Certificate for Payment, the Trustee shall disburse amounts from the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund to pay costs of the Neighborhood Improvement Area #1 Projects consisting of Neighborhood Improvement Area #1's pro-rata share of the "Major Improvements" in an amount equal to the portion allocable to the Assessed Parcels within Neighborhood Improvement Area #1 as provided in the Service and Assessment Plan, with the remainder of the Costs of the Major Improvements to be paid from the Major Improvement Area Project Fund. Each Certificate for Payment shall set forth the amount of the costs of an individual Major Improvement or Neighborhood Improvement Area #1 Project, as applicable, to be paid from the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund and the amount to be paid from the Major Improvement Area Project Fund.

(e) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Neighborhood Improvement Area #1 Improvement Account of the Project Fund or the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Neighborhood Improvement Area #1 Projects, as the case may be, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Neighborhood Improvement Area #1 Improvement Account of the Project Fund or the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Neighborhood Improvement Area #1 Improvement Account of the Project Fund

or the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Neighborhood Improvement Area #1 Improvement Account of the Project Fund or the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all Neighborhood Improvement Area #1 Projects have been completed and that all Costs of the Neighborhood Improvement Area #1 Projects have been paid, or that any such Costs are not required to be paid from the Neighborhood Improvement Area #1 Improvement Account of the Project Fund or the Neighborhood Improvement Area #1 Major Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Project Fund to the Bond Fund and shall close the Project Fund.

(h) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account in the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account 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. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2016, an amount equal to 0.20% of the interest rate component of the Annual Installments (the "Prepayment Component") in the Prepayment Reserve Account until the Prepayment Reserve Requirement has been accumulated in the Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing the Prepayment Component into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the

Prepayment Reserve Account exceed the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Prepayment Reserve Amount"). The Excess Prepayment Reserve Amount shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Administrative Expenses or to the Delinquency Reserve Account. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Prepayment Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Prepayment Reserve Amount, the Trustee shall transfer the Excess Prepayment Reserve Amount to the Delinquency Reserve Account or, in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement, to the Redemption Fund redeem Bonds pursuant to Section 4.4 hereof. The Trustee shall also deposit from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency Reserve Account on March 1 of each year, commencing March 1, 2016, an amount equal to 0.30% of the interest rate component of the Annual Installments (the "Delinquency Component"). Once the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account, any amounts in excess of the Delinquency Reserve Requirement in the Delinquency Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that at any time the amount on deposit in the Delinquency Reserve Account is less than Delinquency Reserve Requirement, the Trustee shall resume depositing such Delinquency Component into the Delinquency Reserve Account until the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account.

(b) Whenever a transfer is made from the Reserve Account 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.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) 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 interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, or (iii) to the Project Fund if such

application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Prepayment Reserve Account exceeds the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The amount of such excess on deposit in the Prepayment Reserve Account shall then be transferred by the Trustee first to the Delinquency Reserve Account in the event such account contains less than the Delinquency Reserve Requirement, or, if the Delinquency Reserve Account contains the Delinquency Reserve Requirement then to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof.

(f) Moneys in the Delinquency Reserve Account up to the Delinquency Reserve Requirement may be used as directed by a City Order for the purposes of payment of Annual Collection Costs in the event that amounts on deposit in the Administrative Fund are insufficient for such purpose. The amounts set forth in such City Order shall be transferred to the Administrative Fund to be used for such purposes. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the value of cash and Value of Investment Securities on deposit in the Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Delinquency Reserve Amount"). Such excess on deposit in the Delinquency Reserve Account shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Delinquency Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Delinquency Reserve Amount, the Trustee shall transfer the Excess Delinquency Reserve Amount to the Redemption Fund and redeem Bonds pursuant to Section 4.4 hereof.

(g) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(h) At the final maturity of the Bonds, the amount on deposit in the Reserve Account, the Prepayment Reserve Account and the Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(i) If, after a Reserve Fund withdrawal, 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.

(j) 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 and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds 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 due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Order, 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 Annual Collection Costs 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 created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan.

(c) Moneys in the City Improvement Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and shall be released to the City as soon as practicable after their deposit into the City Improvement Account without further direction by the City.

Section 6.10. Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment 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. Such 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 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 are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund 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 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 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 heretofore created or reaffirmed, 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 shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Special Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Special Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Special Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due the Developer to reimburse it for its funds it has contributed to pay costs of the Neighborhood Improvement Area #1 Projects, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Special 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 Special Assessments. Notwithstanding the foregoing, the City shall be permitted to reduce the City Improvement Portion in accordance with the Service and Assessment Plan; provided, however, that no such reduction shall operate to reduce the amounts levied for the payment of the Bonds or Annual Collection Costs.

(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 Special Assessment or the corresponding Assessed Parcel.

Section 7.3. Against Encumbrances.

(a) Other than bonds issued to refund all or a portion of the 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 Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and bonds issued to refund all or a portion of the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it for funds it has contributed to pay costs of the Public Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Special Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Regulations*” means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Special Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Special Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take

any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Order, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Annual Collection Costs) 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 Pledged Revenues or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or

before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation 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 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. 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 be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

The 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 gross negligence or willful misconduct. 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 Public Improvements.

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 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 Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, 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 hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or 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. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less

than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. 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.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds; and
- (iv) 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.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of ninety (90) 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 ninety-day period.

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 Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and

conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive 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 or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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 Special Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds at the time Outstanding requesting that the failure be remedied.

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 Owners of at least 25% of the Bonds then Outstanding, may 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.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, 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 Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales

by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the registered 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 registered owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

(a) No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to

before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues 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 Pledged Revenues 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 Special Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than bonds issued to refund all or a portion of the Bonds, 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 omitted 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; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

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, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or City Order, shall be in writing and shall be 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 Attn: Director of Finance
-----------------	---

If to the Trustee or the Paying Agent/Registrar:	U.S. Bank National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402
---	--

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. 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 instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions 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.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor

Attest:

City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Signature Page to Indenture of Trust

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

EXHIBIT A(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #1 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 Pledged Revenues, 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, 2016, 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 National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth 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 December 1, 2015 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of December 1, 2015 (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 Costs of the Neighborhood Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Pledged Revenues 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 \$25,000 and any multiple of \$5,000 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>Principal Amount</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Principal Amount</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__	

Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Principal Amount</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__	

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, 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 Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any 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 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 before their scheduled maturity dates, in whole or in part, on any Interest Payment Date on or after September 1, 2021, such redemption date or dates to be fixed by the City, at the Redemption Prices shown below, plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 2021	101%
On or after September 1, 2022	100%

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, 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 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 first class United States mail, 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 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.

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.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Celina, Texas

City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

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

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date 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 Installments</u>	<u>Interest Rates</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

\$5,725,000*
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

BOND PURCHASE AGREEMENT
AND
DEVELOPER REPRESENTATIONS

December 7, 2015

City of Celina, Texas
 142 N. Ohio St.
 Celina, Texas 76201

Celina Development, LLC
 c/o Hillwood Investment Properties IV, LP
 3090 Olive St, Ste. 300
 Dallas, TX 75219

Ladies and Gentlemen:

The undersigned, Jefferies LLC (the “Underwriter”), offers to enter into this Bond Purchase Agreement and Developer Representations (this “Agreement”) with the City of Celina, Texas (the “City”) and Celina Development, LLC, a Texas limited liability company (the “Developer”) which will be binding upon the City, the Developer and the Underwriter upon the acceptance of this Agreement by the City and the Developer. This offer is made subject to its acceptance by the City and the Developer 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 and the Developer at any time prior to the acceptance hereof by the City and the Developer. The Developer is a party to and has executed this Agreement for the limited purposes stated in Section 20 hereof. 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 National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Official Statement (defined herein).

* Preliminary, subject to change.

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 \$5,725,000* aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, plus a premium of \$_____, less an Underwriter’s discount of \$_____, which includes the fees of Underwriter’s Counsel in the amount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City and the Developer understand, and hereby confirm, that the Underwriter is not acting as a municipal advisor or fiduciary of the City or the Developer, but rather is acting solely in its capacity as Underwriter for its own account. The City and the Developer acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction among the City, the Developer and the Underwriter, (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, or fiduciary of the City or the Developer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Developer 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 or the Developer on other matters) and the Underwriter has no obligation to the City or the Developer with respect to the offering described herein except the obligations expressly set forth in this Agreement, and (iv) the City and the Developer have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate. The City and the Developer further acknowledge and agree that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City or the Developer regarding the expenditure of Bond proceeds and the construction of the projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City or the Developer.

The Bonds shall be dated the date of their issuance and delivery and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Appendix A hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 22, 2015 (or such other date as may be agreed to by the City, the Developer, and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by Ordinance No. 2015-__ enacted by the City Council of the City (the “City Council”) on December 7, 2015 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of

* Preliminary, subject to change.

Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of December 1, 2015, 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 “Special Assessments”) levied on the assessable parcels within Neighborhood Improvement Area #1 of Wells South Public Improvement District (the “District”). The District was established by Resolution No. 2015-34R (the “Creation Resolution”), enacted by the City Council on July 14, 2015, in accordance with the Act. A Service and Assessment Plan (the “Service and Assessment Plan”) which sets forth the costs of the Neighborhood Improvement Area #1 Projects and the method of payment of the Special Assessments was adopted by the City Council on December 7, 2015, pursuant to Ordinance No. 2015-___ (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 Appendix A, the Indenture, and the Official Statement.

The proceeds of the Bonds shall be used for financing (i) a portion of the costs of the “Neighborhood Improvement Area #1 Projects,” which consist of (a) Neighborhood Improvement Area #1’s proportionate share of the costs of certain improvements that will benefit the entire District and (b) the costs of the local infrastructure benefitting only Neighborhood Improvement Area #1 of the District; (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #1 Projects; (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 of the District; and (v) paying the costs of issuance of the Bonds.

3. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering prices set forth on the inside cover page of the Official Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or yields higher than the public offering yields) stated on the inside cover page of the Official Statement. The Underwriter shall disclose to the City and its financial advisor any offering prices different from the initial offering prices stated on the inside cover page of the Official Statement. On or before the third business day prior to Closing, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Official Statement.

(a) Delivery of Official Statement. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Official Statement for the Bonds dated November 5, 2015, as supplemented on November 25, 2015 (collectively,

the “Preliminary Official Statement”), 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 Official Statement relating to the Bonds (the “Official Statement”) 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 (the “Rule”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriter before the execution hereof. The Official Statement, 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 “Official Statement.” Until the Official Statement 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 Official Statement as the Underwriter deems necessary to satisfy the obligation of the Underwriter under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) Preliminary Official Statement Deemed Final. The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Official Statement 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 the Rule.

(c) Use of Official Statement in Offering and Sale. The City hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter. The City shall provide the Official Statement, or cause the Official Statement 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 the Rule and the rules of the MSRB.

(d) Updating of Official Statement. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement 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 or the Developer becomes aware of any fact or event which might or

would cause the Official Statement, 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 Official Statement to comply with law, the City or the Developer, as applicable, 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 Official Statement, the City or the Developer, as applicable, will forthwith prepare and furnish, at the City or the Developer's own expense, as applicable, (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Official Statement 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 Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City or the Developer in accordance herewith, (i) the City or the Developer do not make any representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York, or its book-entry-only system, (ii) the City makes no representation with respect to the information in the Preliminary Official Statement or the Official Statement under the captions and subcaptions "PLAN OF FINANCE — Development Plan," "THE NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Neighborhood Improvement Area #1 Projects and the Development, as defined in the Official Statement), "THE SPECIAL ASSESSMENT CONSULTANT," "CONTINUING DISCLOSURE — The Developer," "LEGAL MATTERS — Litigation - The Developer" and "INFORMATION RELATING TO THE TRUSTEE" and (iii) the Developer makes no representations with respect to the information in the Preliminary Official Statement or the Official Statement under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Neighborhood Improvement Area #1 Projects and the Development, as defined in the Official Statement), "LEGAL MATTERS — Litigation - The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE." If such notification shall be subsequent to the Closing, the City, at the expense of the Developer, 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 Official Statement. 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 the Rule and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Official Statement 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 the Rule is the Closing Date.

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants to the Underwriter and the Developer 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 PID Reimbursement Agreement Wells South effective December 7, 2015 executed and delivered by the City and the Developer (the “PID Reimbursement Agreement”);

(4) the Amended and Restated Development Agreement (Wells South Tract) executed and delivered by the City and the Developer effective as of April 28, 2015 (the “Development Agreement”); and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2015 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City and FSC Continuing Disclosure Services, a division of First Southwest Company, as Dissemination Agent;

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in the Authorizing Documents, this Agreement, the PID Reimbursement Agreement, the Development Agreement, the Official Statement, the Continuing Disclosure Agreement of Issuer, and any other documents and certificates described in any of the foregoing (collectively, the “City Documents”).

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and

delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing 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 Special 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) Special Assessments. The Special 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 Neighborhood Improvement Area #1 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Special 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 Special Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Official Statement. The information contained in the Preliminary Official Statement with respect to the City under the captions and subcaptions “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation – The City,” “CONTINUING DISCLOSURE — The City” and “— The City Compliance with Prior Undertakings” 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.

(k) Official Statement. At the time of the City’s acceptance hereof and (unless the Official Statement 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 Official Statement with respect to the City under the captions and subcaptions “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation – The City,” and “CONTINUING DISCLOSURE — The City” and “ — The City Compliance with Prior Undertakings” 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 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 Official Statement, then the Official Statement in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Official Statement. If the Official Statement 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 Official Statement 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 Official Statement, then the Official Statement in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with the Rule. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertaking made by it in accordance with the Rule, except as described in the Official Statement.

(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 and the Developer 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 First Southwest Company, LLC, as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Official Statement to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. Developer Representations, Warranties and Covenants. In order to induce the City to enter into this Agreement and as consideration for, among other things, the execution, delivery and sale of the Bonds by the City and the purchase of the Bonds by the Underwriter, the Developer represents, warrants and covenants to the Underwriter and the City that:

(a) Due Organization, Existence and Authority of Developer. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas, with full rights, power and authority to execute, deliver and perform its obligations under

- (i) this Agreement;
- (ii) the PID Reimbursement Agreement;

(iii) the Development Agreement;

(iv) Continuing Disclosure Agreement of Developer dated as of December 1, 2015 (the “Continuing Disclosure Agreement of Developer”); and

(v) any other documents and certificates of the Developer described in any of the foregoing (i) through (iv) above (collectively, the “Developer Documents”).

(b) Organizational Documents. The copies of the organizational documents of the Developer delivered on the Closing Date (the “Developer Organizational Documents”) 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) Due Authorization and Approval. By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach or Default. The execution and delivery of the Developer Documents by the Developer and compliance by the Developer with the provisions thereof under the circumstances described therein do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under (i) any order, writ, judgment, injunction, decree, determination or award of any governmental authority against or with respect to the Developer, or (ii) any agreement or instrument to which the Developer is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an event of default by the Developer under the Developer Documents.

(e) No Litigation. Other than as described in the Preliminary Official Statement and the Official Statement, 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, pending or, to the knowledge of the Developer, threatened by or against the Developer, which would have a material adverse effect upon the financial condition of the Developer or the Developer’s ability to develop property within the District: (i) in any way questioning the due formation and valid existence of the Developer; (ii) in any way challenging the titles of the Developer’s officers executing the Developer Documents, (iii) in any way contesting or affecting the validity or enforceability or the execution and delivery by the Developer of the Developer Documents or the consummation of the transactions described therein; (iv) in any way questioning or contesting the validity of any governmental approval of the District or any aspect thereof; or (v) in any way questioning or contesting the construction and development of the Development.

(f) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Official Statement and the Official Statement was, and is, as of this date, true and correct in all material respects.

(g) Preliminary Official Statement and Official Statement. The Developer represents and warrants that the information set forth in the Preliminary Official Statement and Official Statement under the captions “PLAN OF FINANCE — Development Plan,” “THE NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER” and “CONTINUING DISCLOSURE — The Developer,” 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 Neighborhood Improvement Area #1 Projects and the Development, as defined in the Official Statement) and “LEGAL MATTERS — Litigation — The Developer” is true and correct in all material respects 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; provided, however, that if the Developer 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 Official Statement, then the Official Statement in its then-current form shall be conclusively deemed to be complete and correct in all material respects. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (g) with respect to the Preliminary Official Statement and the Official Statement.

(h) Consent to Bond Issuance. The Developer hereby consents to the issuance of the Bonds.

(i) Agreement. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the validity of the Developer Documents, the levy or collection of the Special Assessments or the validity of the Bonds or the proceedings relating to their issuance.

(j) Permits, Licenses, Etc. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

(i) are necessary to conduct the Developer’s business as it is currently being conducted;

(ii) (with the exception of the Authorizing Documents) would constitute a condition precedent to, or the absence of which would materially

adversely affect, the performance of its obligations under this Agreement, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Official Statement relating to the financing and construction of the Neighborhood Improvement Area #1 Projects; or

(iii) are necessary for the acquisition, construction and operation of the Neighborhood Improvement Area #1 Projects.

(k) 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 or is a party described in the Official Statement, or under any material documents relating to the financing and construction of the Neighborhood Improvement Area #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Developer has occurred and is continuing.

(l) Financing. Other than the Special Assessments and the liens securing the Acquisition Loan and the Development Loan (each as defined in the Official Statement), no debt will be issued nor will any additional liens be placed on the property within Neighborhood Improvement Area #1 of the District in order to complete the construction of the Neighborhood Improvement Area #1 Projects unless such debt or additional liens are subordinate to the liens created by the levy of the Special Assessments, the Acquisition Loan and the Development Loan and the Developer provides written notice of such subordination to the lender of such subordinate debt and the City.

(m) Taxes and Assessments. All ad valorem taxes and assessments are current on the property which the Developer owns within the District.

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 The Depository Trust Company, New York, New York (“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, the Developer 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. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City and the

Developer of their respective obligations under this Agreement both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representations of the City and the Developer. The representations and covenants of the City and the Developer 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 and the Developer 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 Scott Norman, Assistant General Counsel to the Developer and Shupe Ventura Lindelow & Olson, PLLC, Special Counsel to the Developer, as applicable, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in this Agreement, the Developer Documents; and (v) the City and the Developer shall perform or have performed their respective obligations required or specified in the City Documents and the Developer Documents, respectively, 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 Developer Documents, the City Documents or other documents relating to the financing and construction of the Neighborhood Improvement Area #1 Projects and the Development, and the Developer shall not be in default in the payment of principal or interest on any of their respective indebtedness which default shall materially adversely impact the ability of such Developer to pay the Special Assessments when due.

(d) Concurrent Closing of the Major Improvement Area Bonds. The City shall issue concurrently with the issuance of the Bonds its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)," dated December 1, 2015.

(e) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(f) 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 Official Statement; 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 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 Official Statement, 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 need 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 Official Statement; 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 Official Statement; 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 Special 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 Official Statement, or has the effect that

the Official Statement 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 Official Statement; 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 Official Statement, 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 D to the Official Statement, 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, the Developer 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 Official Statement but that Bond Counsel has reviewed the statements and information appearing under the captions and subcaptions “PLAN OF FINANCE — The Bonds” (except for the last paragraph thereof), “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Special 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 INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and “APPENDIX B” 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 PID Reimbursement Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the Developer, 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) Opinions of General Counsel and Special Counsel to the Developer. An Opinion of General Counsel to the Developer, substantially in the form of Appendix D-1 hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, Special Counsel to the Developer, the Underwriter, and the Trustee, and an Opinion of Special Counsel to the Developer, substantially in the form of Appendix D-2, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, and the Trustee, or in form otherwise agreed upon by the City and the Underwriter.

(e) Developer Certificate. A certificate or certificates of the Developer, dated the Closing Date, to the effect that:

(i) the representations and warranties of the Developer contained herein and in the Developer 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 Developer Documents have been properly executed by the Developer, have not been amended or rescinded, and the delivery and due performance thereof by the Developer have been authorized by the Developer;

(iii) to the best of the Developer's knowledge after due inquiry, there is no action, suit, proceeding or investigation before any court, public board or body pending, with respect to which the Developer have been served with process, or, to the knowledge of the Developer threatened against the Developer wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence, or powers of the Developer or the Developer's officers to their offices; or (b) in any way question or affect this Agreement, the Developer Documents or the transactions described in this Agreement or the Developer Documents;

(iv) 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 hereunder or prior to the Closing;

(v) the information set forth in the Official Statement under the captions "PLAN OF FINANCE — Development Plan," "THE NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER" and "CONTINUING DISCLOSURE — The Developer," 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 Neighborhood Improvement Area #1 Projects and the Development, as defined in the Official Statement), and "LEGAL MATTERS —

Litigation – The Developer” is true and correct in all material respects 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, as of the date thereof; and

(vi) although the Developer has not verified and does not assume any responsibility for the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement or the Official Statement other than that described in clause (v), the Developer has participated in the preparation of the Preliminary Official Statement and the Official Statement and without independent verification, no facts came to the Developer’s attention to lead it to believe that the Preliminary Official Statement, as of its date or as of the date of this Agreement, or the Official Statement, as of its date or as of the date of Closing (except for financial, forecast, technical and statistical statements and data therein and the information regarding The Depository Trust Company and its book-entry only system, in each case as to which it is not called upon to comment) 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.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of 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 Official Statement, no litigation or proceeding against the City is pending or, to the knowledge of such persons, 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 Special Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person’s knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(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 Andrews Kurth 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 Official Statement; (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 any securities 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 the Rule and interpretive guidance published by the United States Securities and Exchange Commission relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the Continuing Disclosure Agreement of Issuer; and (C) the inclusion in the Official Statement of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the Continuing Disclosure Agreement of Issuer 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 the Rule; 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 Official Statement, it has participated in the preparation of the Official Statement and without independent verification, no facts came to its attention that caused it to believe that the Official Statement (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) Official Statement. The Official Statement 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) Organizational Documents and Good Standing. The Developer shall have delivered to the Underwriter and the City fully executed copies of the Developer Organizational Documents. The Developer shall have 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.

(l) Form 8038. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(m) 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.

(n) 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.

(o) Continuing Disclosure Agreement. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer, shall have been executed by the parties in substantially the forms attached to the Preliminary Official Statement as Appendix E-1 and Appendix E-2.

(p) Letter of Representation of the Appraiser. Letter of Representation of the Appraiser, substantially in the form of Appendix E hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Letter of Representation of Special Assessment Consultant. Letter of Representation of Special Assessment Consultant, substantially in the form of Appendix

F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(r) Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Creation Resolution, including legal description of the District by metes and bounds and (ii) the Assessment Ordinance, including the assessment rolls 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, have been filed of record in the real property records of Collin County, Texas.

(s) Lender Consent Certificate. Lender Consent Certificate of U.S. Bank National Association, d/b/a/ Housing Capital Company, a national banking association, and any other lienholder on land in the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Special Assessments, and the subordination of their respective liens to the lien created by the Special Assessments.

(t) Evidence of Ownership of Property. Evidence that on the date that the Assessment Ordinance was adopted all of the Neighborhood Improvement Area #1 Assessed Parcels were owned by the Developer or other development or homebuilder entities and that such landowners are not entities that may claim a homestead right under Texas law.

(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.

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, the opinion of Bond Counsel described in Section 9(a) hereof and the receipt of all documents required to be delivered by the Developer hereunder.

If either the City or the Developer 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, the City and the Developer shall have no further obligation hereunder, except as further set forth in Sections 11, 13 and 14 hereof.

10. 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, to the extent, but only to the extent, 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 Official Statement under the captions “PLAN OF FINANCE — Development Plan” “THE NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Neighborhood Improvement Area #1 Projects and the Development, as defined in the Official Statement), “CONTINUING DISCLOSURE — The Developer,” and “LEGAL MATTERS — Litigation – The Developer,” or any amendment or supplement to the Official Statement 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. Notwithstanding any provision in this Agreement to the contrary, the Developer shall have no liability to the Underwriter, the City or any other person for any untrue, inaccurate or misleading statement set forth in any Section of this Agreement other than those Sections specifically listed in Section 20 below.

(b) The Underwriter will indemnify and hold harmless the Developer and the City against any losses, claims, damages or liabilities to which the Developer or 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 Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading under the circumstances under which they were made, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Official Statement or any such amendment or supplement in reliance upon and in conformity with information under the heading “UNDERWRITING” in the Official Statement, and will reimburse the Developer and the City for any legal or other expenses reasonably incurred by the Developer and the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) 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 agreement in this Section 10 shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

11. 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 Official Statement, the final Official Statement and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor, the Trustee's counsel, Bond Counsel, Developer's General Counsel and Special 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 Special Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 11(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 ("Texas MAC") whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities. The estimated Texas MAC fee for this financing is \$[_____].

12. 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 St., Celina, Texas 76201, Attention: City Manager.

Any notice or other communication to be given to the Developer under this Agreement may be given by delivering the same in writing to Celina Development, LLC, c/o Hillwood Investment Properties IV, LP, 3090 Olive St., Ste. 300, Dallas, Texas 75219 Attention: Brian Carlock.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: Jefferies LLC, 300 Crescent Court, Suite 500, Dallas, Texas 75201, Attention: Mark Curran, Managing Director.

13. Entire Agreement. This Agreement is made solely for the benefit of the City, the Developer 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 and the Developer'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 and the Developer 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 Section 14 shall survive any termination of this Agreement.

14. 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.

15. 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.

16. 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.

17. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

18. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter, the Developer, or the City without the prior written consent of the other parties hereto.

19. 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 or the Developer with any liability, or be held liable to the Underwriter or the Developer 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.

20. Developer. The Developer is a party to and has executed this Agreement for the limited purposes, representations and obligations stated herein in Sections 4(d), 6, 8(a) through (c), 9(d) through (e) and (j) through (k), 9(o), 9(s) through (t), 10, 13, 14, and 20. The Developer shall not have rights, remedies or claims under or by reason of this Agreement with respect to or against the City or the Underwriter or any other person or entity, except as expressly provided in this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

JEFFERIES LLC,
as Underwriter

By: _____
Name: _____
Title: _____

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

APPENDIX A

\$ _____
 CITY OF CELINA, TEXAS
 (a municipal corporation of the State of Texas located in Collin and Denton Counties)
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
 NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

\$ _____ Serial Bonds

<u>Due (September 1)^(e)</u>	<u>Maturity Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Initial Yield (%)</u>
--	-----------------------------	--------------------------	--------------------------

Term Bonds

\$ _____ % Term Bonds, Due September 1, _____, Priced to Yield _____% ^{(a) (b) (e)}

\$ _____ % Term Bonds, Due September 1, _____, Priced to Yield _____% ^{(a) (c) (e)}

\$ _____ % Term Bonds, Due September 1, _____, Priced to Yield _____% ^{(a) (d) (e)}

^(a) The Bonds 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, 2021, at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption as set forth in the following schedule, plus accrued interest to date of redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 2021	101%
On or after September 1, 2022	100%

^(b) The Term Bonds maturing September 1, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective principal amounts as set forth in the following schedule.

<u>\$ _____ Term Bonds due September 1, 20__</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

- (c) The Term Bonds maturing September 1, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective principal amounts as set forth in the following schedule.

<u>\$ _____ Term Bonds due September 1, 20</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

- (d) The Term Bonds maturing September 1, 2040, are also subject to mandatory sinking fund redemption on the dates and in the respective principal amounts as set forth in the following schedule.

<u>\$ _____ Term Bonds due September 1, 20</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

- (e) The Bonds are also subject to extraordinary optional redemption as described in the Official Statement under “DESCRIPTION OF THE BONDS — Redemption Provisions.”

APPENDIX B

ISSUE PRICE CERTIFICATE

The undersigned hereby certifies as follows with respect to the sale of the CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT) (the "Obligations"):

1. The undersigned is the underwriter that purchased the Obligations from the City of Celina, Texas (the "Issuer").

2. The undersigned has made a bona fide offering of all of the Obligations of each maturity to the public at the initial offering prices set forth in the Issuer's Official Statement with respect to the Obligations, dated December 7, 2015 (the "Official Statement").

3. The initial offering price (expressed as a dollar amount, yield percentage, or percentage of principal amount and exclusive of accrued interest) at which a substantial amount (at least 10%) of the Obligations of each maturity was sold to the public (as defined in paragraph 4) is as set forth on page (i) of the Official Statement [except for the Obligations maturing in the years 20__, 20__ and 20__ (collectively, the "Unsold Maturities")].

[4. In the case of each of the Unsold Maturities, the undersigned reasonably expected, as of the sale date of the Obligations, to sell a substantial amount (at least 10%) of each of the Unsold Maturities to the public at the initial offering price set forth in the Official Statement.]

5. The term "public," as used herein, means persons other than bondhouses, brokers, dealers, and similar persons or organizations acting in the capacity of underwriters or wholesalers.

6. The initial offering prices described above reflect current market prices at the time of such sales.

7. The undersigned understands that the statements made herein will be relied upon by the Issuer in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Obligations from the gross income of their owners.

EXECUTED and DELIVERED this _____.

JEFFERIES LLC

By: _____

Title: _____

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

By: _____

Title: _____

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

APPENDIX C

[LETTERHEAD OF THE ATTORNEY FOR THE CITY]

[CLOSING DATE]

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Hillwood Investment Properties IV, LP
3090 Olive St, Ste. 300
Dallas, Texas 75219

\$5,725,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$5,725,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2015-____ and enacted by the City Council of the City (the “City Council”) on December 7, 2015 (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 December 1, 2015 (the “Indenture”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) The Resolution No. 2015-34R (the “Creation Resolution”) enacted by the City Council on July 14, 2015;

(b) The Ordinance No. 2015-__ accepted and approved by City Council on December 7, 2015, and the Service and Assessment Plan attached as an exhibit thereto (the “Assessment Ordinance”), as such Service and Assessment Plan was updated by the Bond Ordinance; and

(c) The Bond Ordinance;

(e) The Indenture;

(f) The PID Reimbursement Agreement Wells South effective December 7, 2015, executed and delivered by the City and Celina Development, LLC (as an affiliate of Hillwood Investment Properties IV, LP, a Texas limited partnership) (the “Developer”) (the “PID Reimbursement Agreement”);

(g) The Amended and Restated Development Agreement (Wells South Tract) effective April 28, 2015, executed and delivered by the City and the Developer (the “Development Agreement”); and

(h) The Continuing Disclosure Agreement of Issuer, dated as of December 1, 2015, executed and delivered by the City and FSC Continuing Disclosure Services, a division of First Southwest Company (the “Dissemination Agent”) (the “Continuing Disclosure Agreement of Issuer”).

The Creation Resolution, the Assessment Ordinance and Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

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 City 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 City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge after due inquiry, 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 special assessments in 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 City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City 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 City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City 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.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

APPENDIX D-1

[LETTERHEAD OF GENERAL COUNSEL TO THE DEVELOPER]

[CLOSING DATE]

City of Celina
142 North Ohio Street
Celina, TX 76201

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

\$5,725,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I am assistant general counsel for Celina Development, LLC, a Texas limited liability company (the “Developer”) in connection with the issuance and sale by the City of Celina, Texas (the “City”), of \$5,725,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)” (the “Bonds”), pursuant to Indenture of Trust dated as of December 1, 2015 (the “Indenture”), by and between the City and U.S. Bank 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 “Wells South” (the “Development”) located in the City.

The Bonds are being sold to Jefferies LLC (the “Underwriter”), pursuant to that certain Bond Purchase Agreement and Developer Representations dated December 7, 2015 (the “Bond Purchase Agreement”), by and between the City, the Developer (for the limited purposes stated therein) and the Underwriter. This opinion is being delivered pursuant to Section 9(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In my capacity as assistant general counsel to the Developer, and for purposes of rendering the opinions set forth herein, I have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “Documents”):

- (1) The Indenture;
- (2) The Bond Purchase Agreement;
- (3) The PID Reimbursement Agreement;
- (4) The Development Agreement; and
- (5) The Continuing Disclosure Agreement of Developer.

The Documents identified as items (2) through (5), inclusive, are hereinafter referred to as the “Material Documents.”

(b) Certificate of the Developer dated as of the date hereof certifying as to (i) the Developer’s organizational documents as such are in effect as of the date hereof (the “Developer Basic Documents”); (ii) the resolution of the Developer and RE Project, LP, the Managing Member (herein so called) of the Developer, adopted as of _____, 2015, authorizing the execution of the applicable Material Documents to which the Developer is a party and related matters; and (iii) certain other matters (the “Developer Certificate”);

(c) Evidence that the Developer and Managing Member are each authorized to do business in the State of Texas and are in good standing;

(e) The Preliminary Official Statement, dated November 5, 2015, as supplemented on November 25, 2015, relating to the issuance of the Bonds (collectively, the “Preliminary Official Statement”);

(f) The final Official Statement, dated December 7, 2015, relating to the issuance of the Bonds (the “Official Statement”); and

(g) Such other documents, records, agreements, and certificates of the Developer and Managing Member and their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In rendering the opinions set forth herein, I have assumed: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power and authority (corporate, limited liability company, partnership or other) to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding due formation, 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, and (viii) that no laws or judicial, administrative, or other action of any Governmental Authority (as defined in Schedule I attached hereto) of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, I am of the opinion that:

1. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas and the Managing Member is the sole managing member of the Developer and is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas.
2. The Developer has the requisite power and authority under to execute, deliver and perform its obligations under the Material Documents. The execution and delivery by the Developer of each Material Document and the performance by the Developer of its obligations thereunder have been duly authorized by all requisite company action on behalf of or on the part of the Developer.
3. 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 (as defined in Schedule I attached hereto); (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 known to me 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; or (iii) constitute a violation of its partnership agreement or certificate of formation.
4. No Governmental Approval (as defined in Schedule I attached hereto) 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 (a) the execution and delivery by the Developer of the Material

Documents to which it is a party, or (b) 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).

5. The Material Documents to which the Developer is a party have been duly executed and delivered by the Developer and constitute the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its 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, and (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.

6. There are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise known to me in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Official Statement the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. 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 therein the 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.

8. The information set forth in the Official Statement under the captions “PLAN OF FINANCE — Development Plan,” “THE NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER,” and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Neighborhood #1 Projects, and the Development), “LEGAL MATTERS — Litigation – The Developer,” and “CONTINUING DISCLOSURE — The Developer” is true and correct in all material respects 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, as of the date thereof.

I 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. I assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if I become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

Schedule I

As used herein, “Applicable Law” means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

As used herein, “Governmental Approval” means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any Governmental Authority of the State of Texas or any governmental authority or instrumentality of the United States of America pursuant to any Applicable Law.

As used herein, “Governmental Authority” means the government of the State of Texas, and any agency, authority, statewide subdivision instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to such government.

APPENDIX D-2
[LETTERHEAD OF SPECIAL COUNSEL TO THE DEVELOPER]

[December 22, 2015]

City of Celina
142 North Ohio Street
Celina, TX 76201
Attn: Mr. Mike Foreman

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932
Attn: Robert D. Dransfield

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

\$5,725,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Celina Development, LLC, a Texas limited liability company (the “Developer”), in connection with the issuance and sale by the City of Celina, Texas (the “City” or the “Issuer”), of \$5,725,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)” (the “Bonds”), pursuant to the Indenture of Trust dated as of December 1, 2015 (the “Indenture”), by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to reimburse the Developer for the costs of certain public infrastructure improvements in the residential development known as “Wells South” located in the City.

The Bonds are being sold to Jefferies LLC (the “Underwriter”), pursuant to that certain Bond Purchase Agreement and Developer Representations dated December 7, 2015 (the “Bond Purchase Agreement”), between the City, the Underwriter and the Developer (for the limited purposes stated therein). This opinion is being delivered pursuant to **Section 9(d)** of 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 “Reviewed Documents”):
 - (1) *Amended and Restated Development Agreement (Wells South Tract)* effective April 28, 2015, among the City and the Developer, and other landowners (the “Development Agreement”);
 - (2) *PID Reimbursement Agreement – Wells South* effective December 7, 2015 between the City and the Developer (the “Reimbursement Agreement”); and
 - (3) *City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) Continuing Disclosure Agreement of Developer* dated as of December 1, 2015 between the Developer, Municap, Inc. and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the “Continuing Disclosure Agreement”).
- (b) The Preliminary Official Statement dated November 5, 2015 relating to the issuance of the Bonds;
- (c) The Supplement to the Preliminary Official Statement dated November 25, 2015 relating to the issuance of the Bonds;
- (d) The final Official Statement dated December 7, 2015, relating to the issuance of the Bonds; 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 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 Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter.

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 Certificates of the Developer delivered pursuant to the Bond Purchase Agreement; and (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Scott Norman, assistant general counsel to the Developer (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.

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 Shupe Ventura Lindelow & Olson, PLLC attorneys who have given substantive attention to matters concerning the Developer during the course of our representation of the Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the Developer. 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 the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute the legal, valid, and binding obligations of enforceable against the Developer in accordance with their respective terms.
2. The execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Developer or any ordinances of the City applicable to the Developer.
3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Developer to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Developer that are described in the Reviewed Documents.

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) which purport to require that all amendments, waivers and terminations be in writing or to require 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; (xxiii) an exemption from any sales or other taxes; (xiv) disclaiming or limiting warranties implied by or required pursuant to law; (xxv) waiving the defense that an adequate remedy at law exists; and (xxvi) 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 the indemnification of architects; (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.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and 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. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. 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,

SHUPE VENTURA LINDELOW & OLSON, PLLC

Date: December 22, 2015

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All 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 Reviewed Documents, and no waiver or release of any right or remedy thereunder;
8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; 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.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “Bond Documents”), and we specifically express no opinion with respect to the Bond Documents:

1. Federal securities laws and regulations administered by the Securities and Exchange Commission and state “Blue Sky” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the Issuer or any party to the Bond Documents with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and
17. The Bond Purchase Agreement, Indenture, Preliminary Official Statement, the Supplement to Preliminary Official Statement, final Official Statement, and any other Bond Documents.

APPENDIX E

[LETTERHEAD OF APPRAISER]

[DATE]

City of Celina
142 North Ohio Street
Celina, TX 76201

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, Jackson Claborn, Inc., appraiser of (i) the undeveloped property contained in Wells South Public Improvement District ("District"), does hereby represent the following:

1. On behalf of Jackson Claborn, Inc., I have supplied certain information contained in the Preliminary Official Statement for the Bonds, dated November 5, 2015, as supplemented on November 25, 2015, and the Official Statement for the Bonds, dated December 7, 2015 (together, the "Official Statement"), 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 in the District, located in Appendix F to the Official Statement.

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Official Statement 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 use of the name of my firm in the Official Statement 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 December

22, 2015) which would render any such information in the Official Statement 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 representation.

Sincerely yours,

JACKSON CLABORN, INC.

By: _____
Its: _____

APPENDIX F

[LETTERHEAD OF SPECIAL ASSESSMENT CONSULTANT]

[DATE]

City of Celina
142 North Ohio Street
Celina, TX 76201

Jefferies LLC
300 Crescent Court
Suite 500
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attn: Bond Operations

Messer Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, TX 75034

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, of Development Planning & Financing Group, Inc. ("DPFG"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Wells South Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of DPFG, I have supplied certain information contained in the Preliminary Official Statement, dated November 5, 2015, as supplemented on November 25, 2015, (together, the "Preliminary Official Statement"), and the final Official Statement, dated December 7, 2015 (the "Official Statement"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information I provided for the Preliminary Official Statement and the Official Statement is located (a) under the caption "THE SPECIAL ASSESSMENT CONSULTANT" and (b) in the Service and Assessment Plan (the "SAP") for the City located in Appendix C to the Official Statement.

2. To the best of my professional knowledge and belief, the portions of the Official Statement described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the following in the Official Statement for the Bonds: (a) the information under the caption "THE SPECIAL ASSESSMENT CONSULTANT" and (b) the SAP.

4. I agree to the use of the name of my firm in the Official Statement for the Bonds.
5. 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 December 22, 2015) which would render any such information in the Official Statement untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.
6. The undersigned hereby represents that he has been duly authorized to execute this letter of representation.

Sincerely yours,

DEVELOPMENT PLANNING & FINANCING
GROUP, INC.

By: _____
Its: _____

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement dated as of December 1, 2015 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”) and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)” (the “Bonds”). The Issuer 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 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 December 1, 2015, 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:

“Administrator” shall mean the employee or designee of the City, 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.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“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 Bond Disclosure 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 Celina Development, LLC, a Texas limited liability company, and its successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of December 1, 2015 executed and delivered by the Developer and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean FSC Continuing Disclosure Services, a division of First Southwest Company, LLC, 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 Wells South Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“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.

“Neighborhood Improvement Area #1” shall mean the first phase of the development within the District.

“Outstanding” shall mean, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the Indenture, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax liability.

“Trustee” shall mean U.S. Bank National Association or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Bond Disclosure 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, 2015, 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 six months after the end of the Issuer’s Fiscal Year. 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 securing the Bonds.

(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 Special Assessments in Neighborhood Improvement Area #1. Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within Neighborhood Improvement Area #1, such SAP Update shall include, the number of new homes completed in Neighborhood Improvement Area #1 during such Fiscal Year and the aggregate number of new homes completed within Neighborhood Improvement Area #1 since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2015.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within Neighborhood Improvement Area #1 based on the most recent certified tax roll available to the Issuer.

(iv) The current or delinquent status of the payment of the Special Assessment for each parcel or lot in Neighborhood Improvement Area #1 as of February 15 of the calendar year immediately succeeding such Fiscal Year.

(v) 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 Special Assessments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(vi) The total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Special Assessments collected and Special Assessments prepaid during such Fiscal Year.

(vii) 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.

(viii) 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 in the preceding paragraph. 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.
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.

For these purposes, any event described in the immediately preceding paragraph (12) 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.

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 (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 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, 10, 13, or 14 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 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 such series of 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 FSC Continuing Disclosure Services, a division of First Southwest Company, LLC.

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 Bond Disclosure 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. 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 Special Assessments collected from the property owners in Neighborhood Improvement Area #1 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.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT 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 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 IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Special Assessment Timeline. The basic expected timeline for the collection of Special Assessments and the anticipated procedures for pursuing the collection of delinquent Special 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 Special Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer 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 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 agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, 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 Annual Collection Costs 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 Special Assessments collected from the property owners in Neighborhood Improvement Area #1 of the District, for its fees and expenses for the Dissemination Agent's services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. 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.

[remainder of page left blank intentionally]

CITY OF CELINA, TEXAS

By: _____
Mayor

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(NEIGHBORHOOD IMPROVEMENT AREA #1)

FSC CONTINUING DISCLOSURE SERVICES,
a division of First Southwest Company, LLC
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(NEIGHBORHOOD IMPROVEMENT AREA #1)

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 2015
 (Wells South Public Improvement District Neighborhood
 Improvement Area #1 Project)
 Date of Delivery: _____, 20__

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 December 1, 2015, between the Issuer and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC, as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

FSC Continuing Disclosure Services,
 a division of First Southwest Company, LLC
 on behalf of the City of Celina, Texas
 (as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)**

ANNUAL BOND DISCLOSURE 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: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

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) - (viii)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS
AND PURSUIT OF DELINQUENCIES**

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Special Assessments are due.
February 1	1	Special Assessments Delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, 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 Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified. Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Special Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure. If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments,

March 1

28/29

the collection-foreclosure procedure will proceed against all delinquent properties.

Trustee pays bond interest payments to bondholders.

Reserve Fund payment to Bond Fund may be required if Special Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

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.

March 20

47/48

Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies.

If any property owner with ownership of property responsible for more than \$10,000 of the Special Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Special Assessments.

April 15

74/75

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent 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.

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	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 bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	120/121	Foreclosure action to be filed with the court.
June 15	134/135	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

EXHIBIT D
REDEMPTION AGREEMENT

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

AGREEMENT REGARDING CONVEYANCE OF RIGHT OF REDEMPTION AND WAIVER OF AGRICULTURAL VALUATION

WELLS SOUTH PID

THIS AGREEMENT REGARDING CONVEYANCE OF RIGHT OF REDEMPTION AND WAIVER OF AGRICULTURAL VALUATION—WELLS SOUTH PID (“Agreement”), dated as of December 7, 2015 (the Effective Date”), by and among CELINA DEVELOPMENT, LLC, a Texas limited liability company (“Landowner”), the CITY OF CELINA, TEXAS (the “City”), acting by and through its duly authorized representative, and U.S. BANK NATIONAL ASSOCIATION and any successor thereto (“Escrow Agent”). Capitalized terms not defined herein have the meaning ascribed to them in the PID Reimbursement Agreement (defined below).

RECITALS

A. WHEREAS, on July 14, 2015, the City authorized the formation of Wells South Public Improvement District (the “District”) on the District Property in accordance with Chapter 372 of the Texas Local Government Code, as amended. The “Property” or the “District Property” shall mean that certain approximately 400.524 acres of land located in Collin County, Texas and more particularly described on **Exhibit “A”** attached hereto;

B. WHEREAS, Landowner intends to develop the Property as a single-family and mixed-use development and proposes to construct certain Public Improvements to serve the Property and transfer certain of those improvements to the City in accordance with the terms and provisions of the Reimbursement Agreement - Wells South Public Improvement District, dated as of December 7, 2015, between the Landowner and the City (the “PID Reimbursement Agreement”);

C. WHEREAS, the City will adopt an Assessment Ordinance, a Service and Assessment Plan, and will levy assessments on all or a portion of the District Property (“Assessed Property”) and, the City will issue bonds, subject to the Bond Indenture, for payment of costs associated with construction and/or acquisition of the Public Improvements; and

D. WHEREAS, as a condition precedent to the City’s performance of its obligations under the PID Reimbursement Agreement, Landowner has agreed to (a) convey to the Escrow Agent all rights to redeem any portion of the Property, which is Assessed Property and that has an agricultural use valuation, following a tax sale, and (b) execute and deliver into escrow with the Escrow Agent a waiver of agricultural use valuation as described in Section 2 hereof.

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

SECTION 1. CONVEYANCE OF RIGHT OF REDEMPTION.

Landowner has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, without warranty, unto the Escrow Agent all rights that Landowner and its successors and assigns now have or in the future may have in equity, or under common law, statutory law, the Constitution of the State of Texas or otherwise to redeem, repurchase or reacquire those portions of the Property that are Assessed Property and are designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code (the “Non-Redeemable Property”) following a foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale, including, without limitation, any and all rights arising under Section 34.21 of the Texas Tax Code, as amended (“Tax Redemption Rights”).

TO HAVE AND TO HOLD the Tax Redemption Rights in the Non-Redeemable Property belonging in any way to Landowner, unto the Escrow Agent, its successors and assigns, forever, so that neither Landowner nor Landowner’s successors and assigns, nor any other person claiming by, through or under Landowner, shall at any time hereafter have, claim or demand any right, title, or interest in and to the Tax Redemption Rights in the Non-Redeemable Property or any part thereof, except as expressly provided in this Agreement.

In the event that a court of competent jurisdiction enters a final judgment that the foregoing conveyance of Tax Redemption Rights is not effective, the Developer hereby absolutely, unconditionally and irrevocably waives, releases, relinquishes and surrenders forever, on behalf of itself and its successors and assigns, and agrees not to assert or exercise any and all Tax Redemption Rights it now has or in the future may have in equity, pursuant to statute, the Constitution of the State of Texas or otherwise to redeem, repurchase or reacquire any portion of the Property that is Non-Redeemable Property following a foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale, including, without limitation, any and all rights arising under Section 34.21 of the Texas Tax Code, as amended.

SECTION 2. DEPOSIT OF FUNDS WITH ESCROW AGENT/WAIVER OF AGRICULTURAL USE VALUATION.

(a) Special Assessment Fund. Concurrently with the closing on the initial PID Bonds for the Property, the Landowner will deposit \$5,000.00 with the Escrow Agent (“Special Assessment Fund”) which is estimated to be two years of ad valorem taxes levied by all taxing units on the portion of the Property subject to agricultural valuation for the calendar years 2014 and 2015. Escrow Agent is instructed to hold the Special Assessment Fund in cash until such time it receives further instruction from the City to either (i) return the funds to the Landowner; or (ii) deliver the funds to the City if, and only if, the Agricultural Use Waiver is released to the City under Section 2(b) below; provided however, if on the eighth anniversary of the execution of this Agreement (the “Anniversary Date”), the Escrow Agent has not received instruction from

the City, then it shall return such funds to the Landowner within thirty (30) days of the Anniversary Date and this Agreement shall terminate subject to the return of the Agricultural Use Waiver as described in Section 2(b) below.

(b) Delivery of Agricultural Use Waiver Into Escrow. Concurrently with the execution and delivery of this Agreement and the deposit of the Special Assessment Fund, Landowner has delivered to the Escrow Agent five (5) originals of an executed waiver of agricultural use valuation (the “Agricultural Use Waiver”) waiving any agricultural use valuation and any right to special appraisal with respect to Non-Redeemable Property. Such Agricultural Use Waiver shall be in the form thereof attached hereto as **Exhibit “B”** and made a part hereof for all purposes.

The Escrow Agent shall hold the Agricultural Use Waiver in escrow until it receives further instruction from the City either to (i) deliver the Agricultural Use Waiver to the City if, and only if, foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale has occurred with respect to Non-Redeemable Property; or (ii) return the Agricultural Use Waiver to the Landowner; provided however, if on the Anniversary Date the Escrow Agent has not received such instruction from the City, then it shall return the Agricultural Use Waiver to the Landowner within thirty (30) days of the Anniversary Date and this Agreement shall terminate subject to the Special Assessment Fund being returned to the Landowner as described in Section 2(a) above. Notwithstanding the foregoing, if a foreclosure sale of a tax lien that has been conducted in a legally sufficient manner with respect to Non-Redeemable Property has failed to occur for any reason other than the payment by the Landowner of the delinquent taxes and/or assessments, penalties and interest, then, upon the City’s instruction and certification to Escrow Agent and Landowner that such failed foreclosure sale has occurred, the Escrow Agent shall deliver the Agricultural Use Waiver to the City.

SECTION 3. DEFAULT AND REMEDIES.

If Landowner or any subsequent owner of Non-Redeemable Property shall violate any of the terms and provisions set forth in this Agreement, then the Escrow Agent shall have any remedies available at law or in equity. Escrow Agent shall provide thirty (30) days’ notice to any lender or mortgagee that holds a lien or security interest in all or a portion of the Assessed Property prior to taking any enforcement action. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Landowner under this Agreement shall be several, not joint.

SECTION 4. MISCELLANEOUS.

(a) Term of Agreement. This Agreement shall continue in full force and effect until Escrow Agent receives instruction from the City under Section 2(a)-(b) or the Anniversary Date and the return of Special Assessment Fund and Agricultural Use Waiver to the Landowner.

(b) Covenants Run with the Land; Transfers of the Property. This Agreement shall be recorded in the deed records of Collin County, Texas, and shall run with the land and the ownership of any Non-Redeemable Property and shall be binding upon subsequent owners having an interest in the Non-Redeemable Property. Upon the acquisition by any party of any interest in the Non-Redeemable Property, (a) such party shall automatically and without further action by such party or any other party be deemed to have assumed and agreed to be bound by this Agreement from and after the date of such transfer, and (b) the Landowner shall be released of liability with respect to the transferred interest in the Non-Redeemable Property from and after the date of such transfer, but not prior thereto. Without limiting the foregoing, any party who acquires a fee interest in any portion of the Non-Redeemable Property ("Subsequent Owner") shall, and hereby shall be deemed to have agreed to, (i) execute and record in the Real Property Records of Collin County, Texas, promptly following the recording of the conveyance instrument, an agreement in the form attached hereto as **Exhibit "C"** (the "Acknowledgment and Agreement") to acknowledge that such party is subject to the terms of this Agreement, expressly agreeing to comply with the terms and provisions of this Agreement applicable to the portion of the Non-Redeemable Property acquired by such party, and waiving such party's right to redeem such portion of the Non-Redeemable Property, and (ii) execute and deliver to the Escrow Agent, concurrently with the recording of the Acknowledgment and Agreement, five (5) Agricultural Use Waivers in the form attached hereto as **Exhibit "B"** for that portion of the Non-Redeemable Property acquired by such party. In the event that the number of Agricultural Use Waivers signed by a Subsequent Owner that are held by Escrow Agent is less than two (2) and some portion of the Property owned by the Subsequent Owner is Non-Redeemable Property, such Subsequent Owner agrees to promptly execute and deliver to the Escrow Agent, to be held in and released from escrow as provided herein, another Agricultural Use Waiver for use with any remaining Non-Redeemable Property owned by such Subsequent Owner; provided, however, the Escrow Agent shall deliver to the Collin County Tax Assessor/Collector or its successor an Agricultural Use Waiver with respect to the remaining Non-Redeemable Property owned by a Subsequent Owner that has not paid taxes or Assessments as required by this Agreement, if said Subsequent Owner does not execute and deliver to the Escrow Agent such additional Agricultural Waivers within thirty (30) days of a written request by the Escrow Agent.

(c) Release of Obligations and Notice of Termination. Upon termination of this Agreement, whether by receipt by the Escrow Agent of instruction from the City under Section 2(a)-(b) or the occurrence of the Anniversary Date and the return of Special Assessment Fund and Agricultural Use Waiver to the Landowner, the Escrow Agent shall record the Release of Obligations and Notice of Termination of this Agreement in the form attached hereto as **Exhibit "D"** in the deed records of Collin County, Texas.

(d) **INDEMNIFICATION. LANDOWNER AND SUBSEQUENT OWNERS, SEVERALLY SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY AND HOLD HARMLESS ESCROW AGENT AND EACH DIRECTOR, OFFICER, EMPLOYEE, ATTORNEY, AGENT AND AFFILIATE OF ESCROW**

AGENT AND CITY (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) AGAINST ANY AND ALL ACTIONS, CLAIMS (WHETHER OR NOT VALID), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES, COSTS AND EXPENSES) INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES AS A RESULT OF OR ARISING FROM OR IN ANY WAY RELATING TO ANY CLAIM, DEMAND, SUIT, ACTION OR PROCEEDING BY ANY PERSON, INCLUDING WITHOUT LIMITATION SUCH LANDOWNER, ASSERTING A CLAIM FOR ANY LEGAL OR EQUITABLE REMEDY AGAINST ANY PERSON ARISING FROM OR IN CONNECTION WITH THE NEGOTIATING, EXECUTION, PERFORMANCE OR FAILURE OF PERFORMANCE OF THIS AGREEMENT BY LANDOWNER OR SUCH SUBSEQUENT OWNER, AS APPLICABLE, WHETHER OR NOT ANY SUCH INDEMNIFIED PARTY IS A PARTY TO ANY SUCH SUIT, ACTION OR PROCEEDING; PROVIDED, HOWEVER, THAT NO INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO BE INDEMNIFIED HEREUNDER FOR ANY LIABILITY FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, SUBJECT TO NO FURTHER APPEAL, TO HAVE RESULTED SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. IT BEING THE EXPRESSED INTENTION OF THE PARTIES THAT THE INDEMNIFIED PARTIES ARE TO BE HELD HARMLESS AND INDEMNIFIED FOR THEIR OWN NEGLIGENCE.

(e) Escrow Agent’s Fees. The Escrow Agent shall not charge a fee for the performance of services hereunder.

(f) Binding Effect. This Agreement shall be binding upon the Landowner and its successors, receivers, trustees, and assigns and shall inure to the benefit of the City, the Escrow Agent and the successors and assigns of the City and Escrow Agent.

(g) Amendments. This Agreement may be modified or amended only by a written agreement executed by the Escrow Agent, the City, and each owner of Non-Redeemable Property and recorded in the Official Public Records of Collin County, Texas.

(h) Severability; No Waiver. If any provision of this Agreement is held invalid or unenforceable, no other provision of this Agreement will be affected by such holding and all other provisions of this Agreement will continue in full force and effect. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver of such requirement or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

(i) Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight

courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the address set forth below or at such other address as may be specified in writing by any Party hereto to the other parties hereto.

If to the City:

Attn: Mike Foreman, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: mforeman@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvllaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to:

Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner:

Celina Development, LLC
Attn: Brian Carlock
Hillwood Communities
3090 Olive Street, Suite 300
Dallas, Texas 75219
E-mail: brian.carlock@hillwood.com
TEL: (972) 201-2932
FAX: (972) 201-2959

With a copy to:

Attn: Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

If to Trustee: U.S. Bank National Association
Attn: Bond Operations

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

13737 Noel Road, Suite800
Dallas, Texas 75240
Facsimile: (972) 581-1660
Telephone: (972) 581-1623

(j) Third Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the Parties, the Escrow Agent and the holders of the Bonds only and are not for the benefit of any other third party and, accordingly, no other third party shall have the right to enforce the provisions of this Agreement.

(k) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of Page Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives on dates set forth in the acknowledgements below, to be effective as of the day and year first above written.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on December ____, 2015, by Sean Terry, Mayor, on behalf of said City of Celina, Texas.

Notary Public, State of Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF DALLAS §

THIS INSTRUMENT is acknowledged before me on _____, 2015, by _____, _____ of Celina Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Israel Lugo, Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December ____, 2015, by Israel Lugo, Vice President on behalf of U.S. Bank National Association.

Notary Public, State of Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

Exhibit "A"**Description of District Property****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;

Exhibit "A"

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 PKnail 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.

EXHIBIT B**WAIVER OF SPECIAL APPRAISAL**

THE STATE OF TEXAS §
 § KNOW EVERYONE BY THESE PRESENTS:
 COUNTY OF COLLIN §

THAT this Waiver of Special Appraisal (this “Waiver”) is made and entered into as of the ____ day of _____, 20____, for the benefit of the City of Celina, Texas (the “City”) and the Escrow Agent (as defined below), by Celina Development, LLC, a Texas limited partnership (“Landowner,” whether one or more), owner of the property described on Schedule 1 hereto (the “Property”), which Property is located within Wells South Public Improvement District (the “District”), a public improvement district of the City, pursuant to Texas Tax Code Ann. §23.20.

RECITALS

A. The City has the right to levy special assessments on land located within the District pursuant to a separate ordinance enacted by the City Council of the City, which assessments are intended to provide for the financing of certain improvements for the benefit of the District.

B. The purpose of the City in selling its special assessment revenue bonds is to provide, among other things, financing for certain improvements to serve the District (the “Facilities”).

C. Escrow Agent is the trustee described in that certain Reimbursement Agreement - Wells South Public Improvement District having an effective date of December 7, 2015, by and between Landowner and the City.

D. In furtherance of this purpose, the City has agreed to reimburse Landowner for payments made for certain Public Improvements pursuant to that certain Indenture of Trust dated as of December 1, 2015, between the City and the Escrow Agent.

E. Landowner acknowledges that the election by Landowner to claim agricultural use exemptions or valuations arising under Section 23.41 of the Texas Tax Code, as amended (collectively, the “Exemptions”), but not including any residential homestead exemption, for the Property would be detrimental to the property valuation base and may significantly impair the ability of the City to meet its debt obligations for its special assessment revenue bonds.

F. Landowner further acknowledges that the exercise of the right to redemption after a tax sale pursuant to Section 34.21 of the Texas Tax Code would also significantly impair the City's ability to meet its debt obligations for its special assessment revenue bonds.

WAIVER

Section 1. Waiver of Exemptions. Landowner, on behalf of itself, its successors and assigns, (i) irrevocably waives its right to claim any of the Exemptions with respect to the Property for a period of thirty (30) years beginning on the date this Waiver is received by the Collin County Tax Assessor/Collector (the "Waiver Period"); (ii) authorizes the City and/or the Escrow Agent to file this Waiver with the Chief Appraiser of the Collin County Appraisal District, or its successors, in accordance with the terms of the Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation-Wells South PID having an effective date of December 7, 2015; and (iii) covenants that it will not, during the Waiver Period, if applicable, make any claim for a special appraisal except on written authorization of the Escrow Agent. Landowner acknowledges that it may have the right under Article 8 of the Texas Constitution to assert some or all of the Exemptions which it is waiving herein, and agrees that it shall be estopped from claiming such Exemptions at any time during the Waiver Period, if applicable, provided, however, it is expressly acknowledged and agreed by Landowner that mechanisms for single family residences now available or to be made available by any change in Texas laws for the reduction of ad valorem tax liability or of valuation for the purposes of ad valorem taxes or other assessments with respect to real property, such as exemptions for homesteads, disabled veterans, and elderly homesteads, are not included in the definition of Exemptions and are expressly allowed, to the extent such exemptions would be otherwise available, with respect to the Property.

Section 2. Disclosures of Lienholders. Landowner represents and warrants that Inwood National Bank is the lienholder on the Property.

Section 3. Covenants to Run with Land. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Landowner and its successors and assigns. In particular, each successive purchaser of the Property shall, upon purchase thereof (or such portion thereof) be deemed to have waived its right to claims of the Exemptions with respect to the Property (or such portions thereof) at any time during the Waiver Period, if applicable.

Section 4. Enforceability. The covenants and restrictions binding the Property hereunder shall be enforceable only by the City, the Escrow Agent and their respective successors and assigns. This Waiver is for the sole benefit of the parties hereto, and of the Escrow Agent, and no other third party is intended to be a beneficiary of this Waiver.

Section 5. Termination. This Waiver shall continue in full force and effect until the earlier to occur of the following: (i) the expiration of the Waiver Period; or (ii) such time as the Escrow Agent approves a revocation in writing.

Section 6. Severability. Every provision of this Waiver is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable to the maximum extent permitted by law, it being the intent of the parties hereto to give full force and effect to the agreements made hereunder to the maximum extent permitted by law.

Section 7. Headings. The Section headings are included in this Waiver for convenience of reference only, and shall not be deemed to affect the substantive provisions of this Waiver.

Section 8. Remedies. If Landowner breaches its obligations hereunder, the Escrow Agent or the City (on behalf of the Escrow Agent), in addition to all other remedies set forth herein or otherwise available at law or in equity, shall be entitled to recover from Landowner the amount of assessments that would have been due to the City had Landowner complied with this Waiver. Such payment will be due and payable, and will incur penalties and charges under the same terms as if the payment had been an assessment obligation of Landowner to City.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives on the dates set forth in the acknowledgements below, to be effective as of the day and year first above written.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on December ____, 2015, by Sean Terry, Mayor, on behalf of said City of Celina, Texas.

Notary Public, State of Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

**CELINA DEVELOPMENT, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF DALLAS §

THIS INSTRUMENT is acknowledged before me on December __, 2015, by _____, _____ of Celina Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Israel Lugo, Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December ____, 2015, by Israel Lugo, Vice President on behalf of U.S. Bank National Association.

Notary Public, State of Texas

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

EXHIBIT "C"

**ACKNOWLEDGMENT OF ASSUMPTION AND CONVEYANCE
OF RIGHT OF REDEMPTION**

This Acknowledgment of Assumption and Conveyance of Right of Redemption (this "Acknowledgment and Agreement") is entered into effective _____, 20__ by _____, a _____ (whether one or more, the "Buyer") in favor of the City of Celina, Texas and the Escrow Agent, as such term is defined in the Redemption Agreement (defined below).

R E C I T A L S

A. WHEREAS, Buyer has purchased and acquired certain land described on **Exhibit A** attached hereto (the "Property"); and

B. WHEREAS, the Property is subject to that certain Agreement Regarding Conveyance of Right of Redemption and Wavier of Agricultural Valuation, dated on or about December 7, 2015 (the "Redemption Agreement"); and

C. WHEREAS, pursuant to a the requirements of the Redemption Agreement, it is a condition to the acquisition of the Property that the Buyer execute this Acknowledgment and Agreement and record same in the Real Property Records of Collin County, Texas; and

D. WHEREAS, the purchase price paid by Buyer for the Property was calculated and determined, in part, based upon the benefits and restrictions applicable to the Property and arising in connection with the Redemption Agreement and the other agreements executed in connection therewith and the requirement that Buyer execute this Acknowledgment and Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby represents, warrants and agrees as follows:

1. Buyer acknowledges that the Redemption Agreement continues to affect the Property, and that Buyer has assumed, and Buyer hereby does assume and agree to perform, the obligations of the Developer (as such term is defined in the Redemption Agreement) under the Redemption Agreement with respect to the Property.

2. Buyer hereby grants, sells, conveys and assigns to the Escrow Agent all rights Buyer and its successors and assigns now have or in the future may have in equity, pursuant to statute, the Constitution of the State of Texas or otherwise to redeem, repurchase or reacquire, following any foreclosure of a tax lien or sale, transfer or conveyance in connection with a tax sale, any portion of the Property that constitutes Exempt Property (as defined in the Redemption Agreement), including, without limitation, any and all rights arising under Section 34.21 of the

Packet Pg. 814

EXHIBIT D**RELEASE OF OBLIGATIONS AND NOTICE OF TERMINATION**

THE STATE OF TEXAS §
 § KNOW EVERYONE BY THESE PRESENTS:
 COUNTY OF COLLIN §

All rights and obligations under that certain "Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation-Wells South PID" having an effective date of December 7, 2015 (the "*Agreement*") recorded in the real property records of Collin County, Texas, on December ___, 2015 at Instrument # _____ ARE HEREBY RELEASED and NOTICE IS HEREBY GIVEN of the termination of the Agreement in accordance with its terms.

Attachment: Wells NIA 1 Bond Ordinance 12-3-15 (1355 : Wells South Bond Sale Ordinance for Neighborhood Imp. Area)

Exhibit "D"



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Wells South Annexation Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 400.5 acre tract of land in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such tract is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) (Liebman)

Notification:

~~§ June 9, 2015 Council option to accept voluntary petition to annex~~
~~§ July 15, 2015 PISD, Cisd, and utilities sent public notices~~
~~§ July 17, 2015 Notice of public hearing published in *The Celina Record*~~
~~§ July 15, 2015 Notice posted on City website~~
~~§ July 29, 2015 Council held two (2) public hearings~~
~~§ September 8, 2015 Council instituted annexation proceedings (set the 90 day clock)~~
 § December 7, 2015 Council considers annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance and found it to be acceptable.

Staff Recommendation:

Staff recommends approval.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: CR 83 Right-of-Way Annexation

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a being a ± 11.05 acre strip of CR 83 right-of-way adjacent to Wells South, situated in the William Wilhite Survey, Abstract No. 1002, the Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030. (CR 83 ROW) (Liebman)

Background Information:

The property will be contiguous to current city limits following the annexation of Wells South.

Notification:

- ~~§ September 8, 2015 Council passed resolution setting date and time of the two public hearings.~~
- ~~§ September 25, 2015 Notice of public hearing published~~
- ~~§ September 25, 2015 Notice of annexation sent to school districts and utilities~~
- ~~§ September 25, 2015 Notice of public hearing posted on City website~~
- ~~§ October 13, 2015 Council held two (2) public hearings~~
- ~~§ November 10, 2015 Council to institute annexation~~
- § December 7, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Attachment:

Annexation Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
CR 83 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY BEING A 11.05 ACRE TRACT OF LAND SITUATED IN THE WILLIAM WILHITE SURVEY, ABSTRACT NO. 1002, THE LINDSEY LEWIS SURVEY, ABSTRACT NO. 532, AND THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY COUNTY ROAD 83; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR 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 A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; 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; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 13th day of October, 2015 at 6:00 p.m. and the second hearing being held on the 13th day of October, 2015 at 6:05 p.m. in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; 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 public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 25th day of September, 2015, 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins 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 such territory 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, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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 being more particularly described in Exhibit "A", which is incorporated herein as if written word for word, 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 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 4 **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 5 **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.

SECTION 6 **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 7
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 ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: CR 83 Annexation Ordinance (1357 : CR 83 Right-of-Way Annexation Ordinance)

Exhibit “A”**Legal Description**

Land Description
County Road No. 83 Annexation

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a called 127.069 acre tract of land described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-0005695 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), a portion of a called 18.531 acre tract of land described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-0005698, O.P.R.C.C.T., and 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, O.P.R.C.C.T., a portion of a called 42.268 acre tract of land described in instrument to 1461 Coit, Inc., as recorded in County Clerk's File No. 93-0113804, O.P.R.C.C.T., all of a variable width road easement for County Road No. 83 as described in instrument to Collin County, recorded in Volume 4569, Page 4008, O.P.R.C.C.T., all of a variable width road easement for County Road No. 83 as described in instrument to Collin County, recorded in Volume 4549, Page 420, O.P.R.C.C.T., all of a 60.0 foot wide right-of-way dedication for County Road No. 83 as shown on Oxford Farms Addition, an addition to Collin County, Texas, as recorded in Cabinet I, Slide 344 of the Map Records of Collin County, Texas (M.R.C.C.T.), all of a variable width right-of-way dedication for County Road No. 83 as shown on Preston Hills II Addition, an addition to Collin County, Texas, as recorded in Cabinet F, Slide 678, M.R.C.C.T., and a portion of a 30.0 foot wide right-of-way dedication for County Road No. 83 as shown on Preston Hills III Addition, Phase II, an addition to Collin County, Texas, as recorded in Cabinet J, Slide 942 of the Plat Records of Collin County, Texas (M.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of the centerlines of County Road No. 84, County Road No. 83 and Quail Hollow, said PK nail being the northwest corner of the 18.531 acre George White Family tract;

THENCE, South 01 degree 00 minutes 40 seconds East along the west line of the last mentioned George White Family tract, a distance of 30.00 feet to the northwest corner of the variable width road easement as recorded in Volume 4569, Page 4008;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned variable width road easement, a distance of 90.18 feet to the northeast corner of the variable width road easement;

THENCE, along the east line of the variable width road easement the following courses and distances:

South 43 degrees 59 minutes 20 seconds West, a distance of 84.60 feet;

South 01 degree 10 minutes 48 seconds East, a distance of 1,140.45 feet;

South 03 degrees 12 minutes 26 seconds East, a distance of 572.88 feet to the beginning of a non-tangent curve to the right having a central angle of 31 degrees 20 minutes 17 seconds, a radius of 675.00 feet, a chord bearing of South 14 degrees 30 minutes 35 seconds West, a chord distance of 364.61 feet;

Along said curve to the right an arc distance of 369.19 feet;

South 30 degrees 10 minutes 43 seconds West, a distance of 67.37 feet to the beginning of a non-tangent curve to the left having a central angle of 31 degrees 07 minutes 51 seconds, a radius of 576.11 feet, a chord bearing of South 14 degrees 22 minutes 00 seconds West, a chord distance of 309.19 feet;

Along said curve to the left an arc distance of 313.02 feet;

South 01 degree 11 minutes 55 seconds East, a distance of 2,636.56 feet to a 5/8 inch iron rod found with plastic cap stamped "KHA" on the existing north right-of-way line of F.M. 1461, as established by a tract of land as described in instrument to the State of Texas, as recorded in Volume 484, Page 275 of the Deed Records of Collin County, Texas;

THENCE, South 89 degrees 46 minutes 00 seconds West over and across County Road No. 83 along the existing north right-of-way line of F.M. 1461, a distance of 90.01 feet to a point for corner, from which a Texas Department of Transportation concrete post found (broken), bears South 03 degrees 02 minutes, 00 seconds East, a distance of 0.50 feet, said point being on the west line of the variable width road easement as described in said Volume 4549, Page 420;

THENCE, North 01 degree 42 minutes 59 seconds West departing the existing north right-of-way line of F.M. 1461 along the west line of the last mentioned variable width road easement, a distance of 1,126.12 feet to the southwest corner of said 60.0 foot wide right-of-way dedication by said Oxford Farms Addition;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of the 60.0 foot wide right-of-way dedication by said Oxford Farms Addition, a distance of 2,043.51 feet to a 1/2 inch iron rod found at the northwest corner of said 60.0 foot wide right-of-way dedication by said Oxford Farms Addition;

THENCE, North 89 degrees 02 minutes 52 seconds East along the north line of the 60.0 foot wide right-of-way dedication by said Oxford Farms Addition, a distance of 60.02 feet to a one inch iron pipe found at the most westerly northwest corner of the said 127.069 acre George White Family tract;

THENCE, North 89 degrees 11 minutes 16 seconds East along the north line of the 127.069 acre George White Family tract, a distance of 11.59 feet to a point on the west right-of-way line of County Road No. 83 as shown on said Preston Hills II Addition, and being the beginning of a non-tangent curve to the right having a central angle of 20 degrees 10 minutes 11 seconds, a radius of 150.00 feet, a chord bearing of North 62 degrees 45 minutes 19 seconds East, a chord distance of 52.53 feet;

THENCE, departing the north line of the 127.069 acre George White Family tract along the platted west right-of-way line of County Road No. 83 as shown on said Preston Hills II Addition and said Preston Hills III, Phase II Addition the following courses and distances:

Along said curve to the right an arc distance of 52.80 feet and being the beginning of a reverse curve to the left having a central angle of 73 degrees 59 minutes 58 seconds, a radius of 150.00 feet, a chord bearing of North 35 degrees 50 minutes 25 seconds East, a chord distance of 180.54 feet;

Along said curve to the left an arc distance of 193.73 feet;

North 01 degree 09 minutes 33 seconds West, a distance of 876.52 feet;

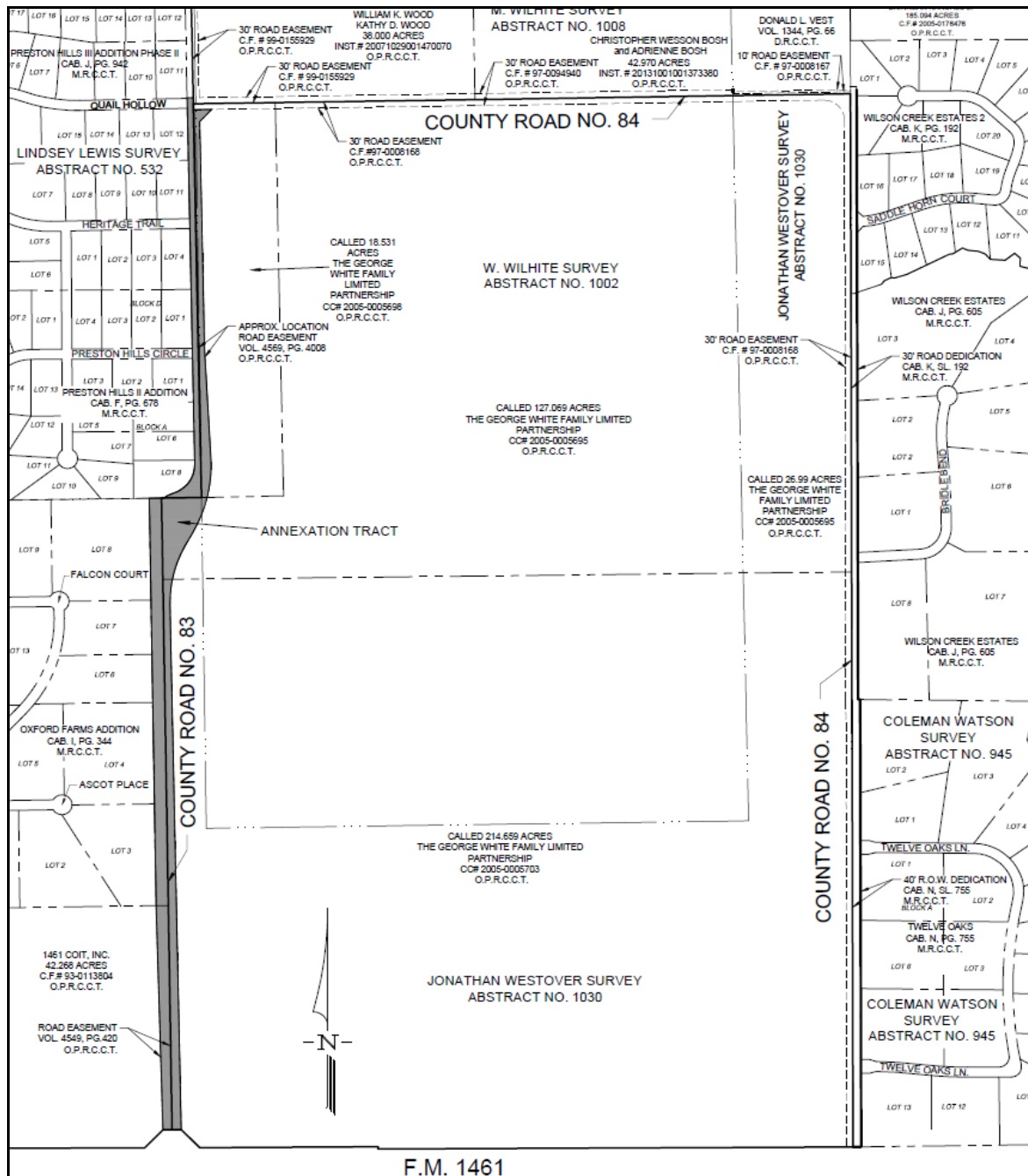
North 01 degree 10 minutes 49 seconds West, a distance of 961.81 feet;

THENCE, North 89 degrees 09 minutes 29 seconds East departing the platted west right-of-way line of County Road No. 83 as shown on said Preston Hills III, Phase II Addition, a distance of 30.00 feet to point in the approximate centerline of County Road No. 83;

THENCE, South 01 degree 00 minutes 40 seconds East along the approximate centerline of County Road No. 83, a distance of 30.00 feet to the POINT OF BEGINNING and CONTAINING 11.05 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone (4202).

Exhibit “B”
Property Exhibit



Attachment: CR 83 Annexation Ordinance (1357 : CR 83 Right-of-Way Annexation Ordinance)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: CR 84 Right-of-Way Annexation Ordinance

Action Requested:

Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 4.203 acre strip of CR 84 right-of-way adjacent to Wells South, located in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008 Collin County, Texas, such tract is generally CR 84. (CR 84 Right-of-Way Annexation) (Liebman)

Background Information:

The property will be contiguous to current city limits following the annexation of Wells South.

Notification:

- ~~§ September 8, 2015 Council passed resolution setting date and time of the two public hearings.~~
- ~~§ September 25, 2015 Notice of public hearing published~~
- ~~§ September 25, 2015 Notice of annexation sent to school districts and utilities~~
- ~~§ September 25, 2015 Notice of public hearing posted on City website~~
- ~~§ October 13, 2015 Council held two (2) public hearings~~
- ~~§ November 10, 2015 Council to institute annexation~~
- § December 7, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the annexation ordinance and found it acceptable.

Supporting Documents:

- Annexation Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
CR 84 ANNEXATON

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY BEING A 4.203 ACRE TRACT OF LAND LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030 AND THE MCKINZIE WILHITE SURVEY, ABSTRACT NO. 1008 COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY COUNTY ROAD 84; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR 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 A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; 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; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 13th day of October, 2015 at 6:00 p.m. and the second hearing being held on the 13th day of October, 2015 at 6:05 p.m. in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; 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 public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 25th day of September, 2015, 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins 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 such territory 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, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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 being more particularly described in Exhibit "A", which is incorporated herein as if written word for word, 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
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 4
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 5
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.

SECTION 6
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 7
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 ____ day of _____, 2015.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

 City Attorney
 City of Celina, Texas

Attachment: CR 84 Annexation Ordinance (1358 : CR 84 Right of Way Annexation Ordinance)

Exhibit “A”**Legal Description**

County Road No. 84 Annexation

4.203 Acres

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land described in instrument to William K. Wood and Kathy D. Wood, as recorded in County Clerk’s File No. 20071029001470070 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), and a portion of a tract of land described in instrument to Christopher Wesson Bosh and Adrienne Bosh, as recorded in County Clerk’s File No. 20131001001373380, O.P.R.C.C.T., and a portion of a tract of land as described in instrument to Donald L. Vest, as recorded in Volume 1344, Page 66, O.P.R.C.C.T., and all of a 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates, an addition to Collin County, Texas, as recorded in Cabinet J, Slide 605 of the Map Records of Collin County, Texas (M.R.C.C.T.), and a portion of a 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates 2, an addition to Collin County, Texas, as recorded in Cabinet K, Slide 192, M.R.C.C.T., and a portion of a 30.0 foot wide road easement as described in instrument to Collin County, recorded in County Clerk’s File No. 99-0155929, O.P.R.C.C.T., all of a 30.0 foot wide road easement as described in instrument to Collin County, recorded in County Clerk’s File No. 97-0094940, O.P.R.C.C.T., all of a 10.0 foot wide road easement as described in instrument to Collin County, recorded in County Clerk’s File No. 97-008167, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow, said PK nail being the southwest corner of the said Wood tract;

THENCE, North 01 degree 10 minutes 48 seconds West along the west line of the Wood tract, a distance of 30.00 feet an extension of the north line of the said 30.0 foot wide road easement as recorded in County Clerk’s File No. 99-0155929;

THENCE, along the north line of said road easements recorded in County Clerk’s File No. 99-0155929, 97-0094940 and 97-0008167 and an extension thereof:

North 89 degrees 09 minutes 29 seconds East, a distance of 1,387.61 feet;

North 89 degrees 05 minutes 03 seconds East, a distance of 1,270.13 feet;

South 00 degrees 17 minutes 10 seconds East, a distance of 10.00 feet;

North 89 degrees 04 minutes 33 seconds East, a distance of 610.40 feet to the east line of the said 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates 2 addition;

THENCE, South 00 degrees 08 minutes 06 seconds East along the east line of the 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates addition and Wilson Creek Estates 2 addition, a distance of 3,059.86 feet to a 1/2 inch iron rod found in the south line of said Wilson Creek Estates addition;

THENCE, North 89 degrees 24 minutes 46 seconds West along the south line of said Wilson Creek Estates addition, a distance of 30.00 feet to a PK nail found at the southwest corner of said Wilson Creek Estates addition;

Attachment: CR 84 Annexation Ordinance (1358 : CR 84 Right of Way Annexation Ordinance)

THENCE, North 00 degrees 08 minutes 06 seconds West along the west line of said Wilson Creek Estates addition and said Wilson Creek Estates 2 addition, a distance of 3,039.07 feet to a 5/8 inch iron rod found with cap stamped "KHA at the southeast corner of the said Vest tract;

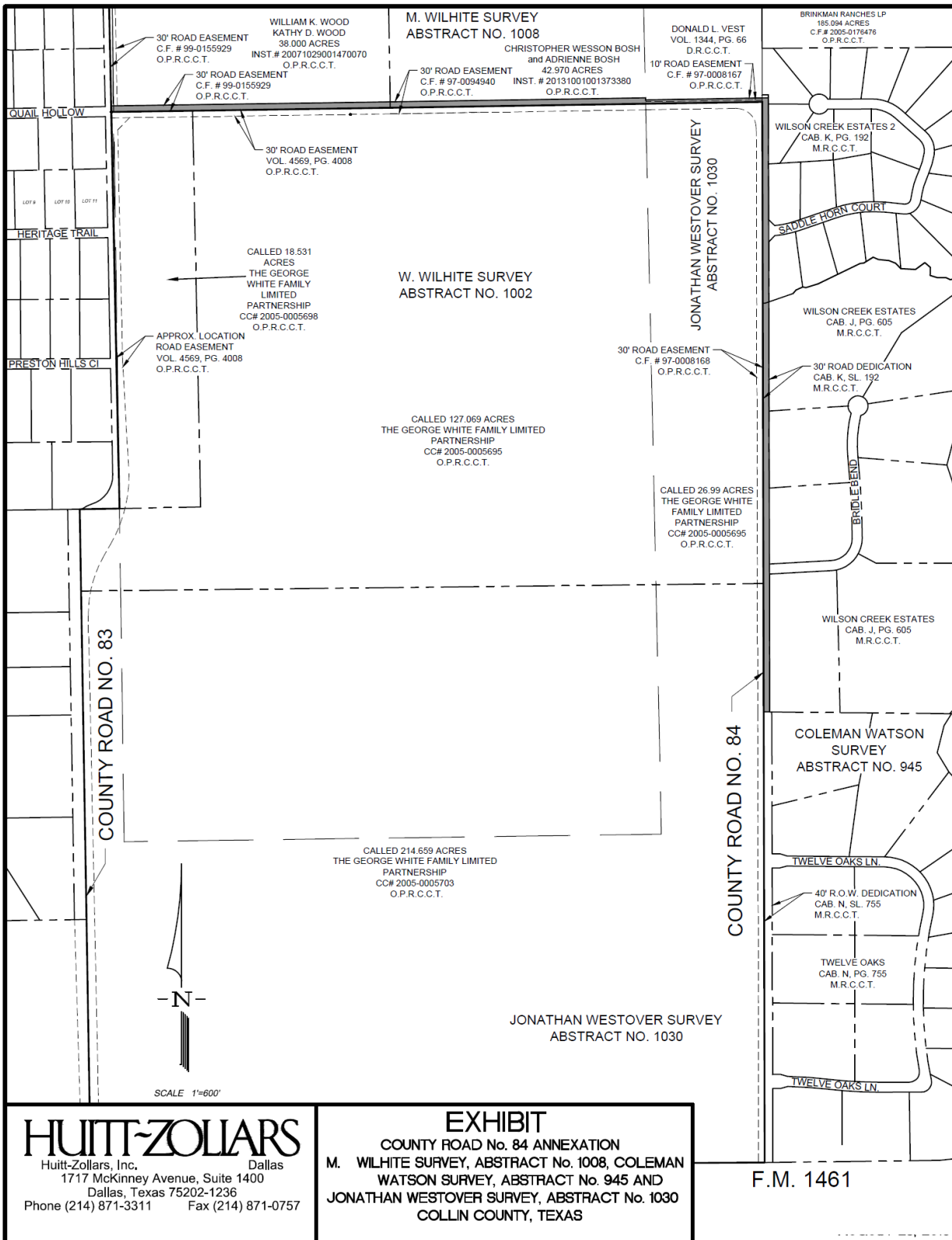
THENCE, South 89 degrees 04 minutes 33 seconds West along the south line of the Vest, a distance of 580.02 feet to a PK nail found at the southwest corner of the Vest tract, same being the southeast corner of the said Bosh tract;

THENCE, South 89 degrees 05 minutes 03 seconds West along the south line of the Bosh tract, a distance of 1,270.15 feet to a PK nail found at the southwest corner of the Bosh tract, same being the southeast corner of the said Wood tract;

THENCE, South 89 degrees 09 minutes 29 seconds West along the south line of the Wood tract, a distance of 1,387.45 feet to the POINT OF BEGINNING and CONTAINING 4.203 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone (4202).

Exhibit “B”
Property Exhibit



Attachment: CR 84 Annexation Ordinance (1358 : CR 84 Right of Way Annexation Ordinance)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Ordinance Authorizing the Future Release of Portions of CR 83 and CR 84 Roadway

Easements

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of portions of CR 83 and CR 84 roadway easements adjacent to Wells South, located in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008 Collin County, Texas. (Wells South) (Liebman)

Background Information:

As part of the roadway development both internal and adjacent to Wells South, a portion of CR 83 will be realigned and renamed "Coit Road," a second portion of CR 83 will be retained in its current two-lane configuration and a third portion of CR 83 will be abandoned. In a similar manner, a portion of CR 84 will be abandoned following the realignment and construction of Coit Road.

As part of the approved Wells South Development Agreement (adopted on April 28, 2015 and amended on September 8, 2015) between the City of Celina and the Hillwood Companies, the portions of CR 83 and CR 84 to be abandoned will be released by the owner(s) of Wells South at the appropriate time of the development of alternate roadways in the area. The former rights-of-way released and abandoned will be deeded over to the adjacent property owners for inclusion into their single family lots.

This ordinance authorizes the Mayor to approve and execute the future release of those portions of CR 83 and CR 84 that will be abandoned. The effective date of this ordinance will be determined by the Director of Engineering & Public Works.

Notification:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PARTIAL RELEASE OF EASEMENTS FOR PORTIONS OF COUNTY ROAD 83 AND COUNTY ROAD 84 LOCATED IN THE DEVELOPMENT GENERALLY KNOWN AS WELLS SOUTH, WHICH RELEASE SHALL BE EFFECTIVE UPON COMPLETION AND CITY ACCEPTANCE OF A CERTAIN PORTION OF FUTURE COIT ROAD, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on September 8, 2015 and effective on April 28, 2015 the Celina City Council approved the Amended and Restated Development Agreement by and between the City of Celina ("City") and, by assignment from The George White Family Limited Partnership, Hillwood Enterprises, L.P. ("Owner") (the "Development Agreement") governing 400.524 acres of land (the "Property"); and

WHEREAS, the Development Agreement requires the City to approve a release in the form attached as Exhibit N to the Development Agreement for portions of the easement for County Road 83 and 84 adjacent to the Property (the "Release") at the same time the City annexes the Property and the adjacent portions of County Road 83 and 84; and

WHEREAS, Exhibit N to the Development Agreement contemplates the City's execution of the Release upon annexation of the Property and adjacent portions of County Road 83 and 84, which occurred on December 7, 2015; and

WHEREAS, the form of Release attached hereto as Exhibit A is consistent with the form attached as Exhibit N to the Development Agreement; and

WHEREAS, although the Release will be signed by the City on December 7, 2015 following the adoption of this Ordinance, the Release will not become effective until Owner, or its successor to the Development Agreement, completes the first future segment of Coit Road through the Property and it is accepted by the City, as described in Section 5.01(c) of the Development Agreement and shown on the Development Agreement Concept Plan, is completed and accepted by the City.

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

SECTION 1. THAT the findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. THAT the Mayor is authorized to execute on behalf of the City of Celina, Texas the Release attached hereto as Exhibit A and incorporated herein for all purposes upon approval of this Ordinance, which Release will be effective as described in the Development Agreement and in the above recitals.

SECTION 3. THAT this Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 7th day of December, 2015.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Exhibit A
Form of Release

AFTER RECORDING, RETURN TO:

Vicki Faulkner
City Secretary
City of Celina, Texas
142 North Ohio
Celina, TX 75009

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

PARTIAL RELEASE OF EASEMENT

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

WHEREAS, the City of Celina (the "City"), is the successor to Collin County, Texas, the grantee of those certain easements recorded as Document No. 99-0154146 in the Official Public Records of Collin County, Texas (the "County Road 83 Easement") and Document No. 97-0008168 in the Official Public Records of Collin County, Texas (the "County Road 84 Easement"), which are collectively referred to herein as the "Easements"; and

WHEREAS, The George White Family Limited Partnership (the "Owner"), the owner of fee simple title to the property burdened by the Easements and described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Burdened Property"), has requested that the City release and abandon the portion of the County Road 83 Easement burdening the Property, as described on Exhibit "B" attached hereto and incorporated herein for all purposes (the "County Road 83 Release Tract"), and the portion of the County Road 84 Easement burdening the Property, as described on Exhibit "C" attached hereto and incorporated herein for all purposes (the "County Road 84 Release Tract"), which tracts are collectively referred to herein as the "Release Tracts," pursuant to the terms of that certain Amended and Restated Development Agreement by and between the Owner and the City approved by the Celina City Council on September 8, 2015 and effective on April 28, 2015 (the "Development Agreement"); and

WHEREAS, the Development Agreement requires the City to release the portion of the Easements burdening the Release Tracts upon the Owner's completion, or the Owner's assignee's completion, and the City's acceptance of the first section of Coit Road through the Burdened Property, at which time the Easements over the Release Tracts will no longer be needed due to the

rerouting of traffic from the existing sections of County Road 83 and County Road 84 within the Release Tracts to the new Coit Road extension; and

WHEREAS, following the release of the portion of the Easements burdening the Release Tracts, the Owner or the Owner's assignee intends to develop the Release Tracts as contemplated by the Development Agreement; and

WHEREAS, on December 7, 2015, the City annexed the Burdened Property, including the Release Tracts, thereby obtaining full jurisdiction over the portions of County Road 83 and County Road 84 within the Release Tracts, including the authority, as grantee's successor, to release the portion of the Easements burdening the Release Tracts; and

WHEREAS, the City desires to RELEASE, DISCHARGE and ABANDON any and all rights, title and interest that the City possesses over the Release Tracts pursuant to the terms of this Partial Release of Easement; and

NOW, THEREFORE, the City does, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the City by the Owner, the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either express or implied, hereby RELEASE, DISCHARGE and ABANDON any and all rights, title and interest that the City has in and to the portion of the Easements burdening the Release Tracts.

EXECUTED on the 7th day of December, 2015 to be EFFECTIVE upon the completion and City acceptance of the first section of Coit Road through the Burdened Property.

CITY OF CELINA, TEXAS

Mayor

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged on this the 7th day of December, 2015, by _____, Mayor of the City of Celina, Texas, for the purposes and consideration set forth in the above-document.

Notary Public, State of Texas

ATTEST:

Vicki Faulkner
City Secretary

AGREED TO BY OWNER:

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: WWW Group, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: Marianne Wells

Title: Manager

Date of Execution: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December ___, 2015, by Marianne Wells, Manager of WWW Group, LLC, a Texas limited liability company, on behalf thereof as the general partner of The George White Family Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of TEXAS

Exhibit A
Metes and Bounds Description of the Burdened Property

(400.5 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westover 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.

Exhibit B
Metes and Bounds Description of the County Road 83 Release Tract

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002 and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a called 127.069 acre tract of land described in instrument to The George White Family Limited Partnership, recorded in County Clerk's File No. 2005-0005695 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.) and 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, O.P.R.C.C.T., and a portion of a road easement as described in instrument to Collin County, recorded in Volume 4569, Page 4008, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a one inch iron rod found at the most westerly northwest corner of the 127.069 acre George White Family tract, said corner being at the northeast corner of the a 60.0 foot wide right-of-way dedication to the public (County Road No. 83), as shown on Oxford Farms Addition, an addition to Collin County, Texas as recorded in Cabinet I, Slide 344 of the Map Records of Collin County, Texas (M.R.C.C.T.);

THENCE, North 89 degrees 11 minutes 16 seconds East, a distance of 225.30 feet to the east line of said road easement, and being the beginning of a non-tangent curve to the right having a central angle of 16 degrees 25 minutes 59 seconds, a radius of 675.00 feet, a chord bearing of South 21 degrees 57 minutes 44 seconds West, a chord distance of 192.93 feet;

THENCE, along the east line of said road easement the following courses and distances:

Along said curve to the right an arc distance of 193.60 feet;

South 30 degrees 10 minutes 43 seconds West, a distance of 62.41 feet to the beginning of a non-tangent curve to the left having a central angle of 31 degrees 37 minutes 25 seconds, a radius of 576.11 feet, a chord bearing of South 14 degrees 36 minutes 47 seconds West, a chord distance of 313.96 feet;

Along said curve to the left an arc distance of 317.98 feet;

South 01 degree 11 minutes 55 seconds East, a distance of 1,110.69 feet to the proposed northwesterly right-of-way line of Coit Road;

THENCE, South 19 degrees 31 minutes 16 seconds West along the proposed northwesterly right-of-way line of Coit Road, a distance of 53.91 feet to the beginning of a non-tangent curve to the left having a central angle of 02 degrees 43 minutes 14 seconds, a radius of 1,260.00 feet, a chord bearing of South 18 degrees 09 minutes 39 seconds West, a chord distance of 59.82 feet;

THENCE, continuing along the proposed northwesterly right-of-way line of Coit Road along said curve to the left, an arc distance of 59.83 feet to a magnetic nail with shiner set in the west line of the 214.659 acre George White Family tract;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of the 214.659 acre

George White Family tract, a distance of 1,751.84 feet to the POINT OF BEGINNING and CONTAINING 2.339 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone (4202).

Exhibit C
Metes and Bounds Description of the County Road 84 Release Tract

BEING, a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of a called 127.069 acre tract of land described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-0005695 of the Official Property Records of Collin County, Texas O.P.R.C.C.T., and a portion of a called 18.531 acre tract of land described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-0005698, O.P.R.C.C.T., and being a portion of a 30.0 foot wide Road Easement to The County of Collin, as described in County Clerk's File No. 97-0008168, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow, said PK nail being the northwest corner of the 18.531 acre George White Family tract;

THENCE, North 89 degrees 09 minutes 29 seconds East along north line the 18.531 acre George White Family tract and the 127.069 acre George White Family tract, a distance of 1,199.51 feet to a magnetic nail set with shiner on the proposed westerly right-of-way line of Coit Road, from which a PK nail found bears North 89 degrees 09 minutes 29 seconds East, a distance of 187.93 feet;

THENCE, South 19 degrees 31 minutes 29 seconds West departing the north line of the 127.069 acre George White Family tract, a distance of 32.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zolars";

THENCE, South 89 degrees 09 minutes 29 seconds West parallel with the north line of the George White Family tracts, a distance of 1,188.20 feet to a magnetic nail set with shiner on the west line of the 18.531 acre tract George White Family tract;

THENCE, North 01 degree 10 minutes 48 seconds West along the west line of the 18.531 acre George White Family tract, a distance of 30.00 feet to the POINT OF BEGINNING and CONTAINING 0.8222 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone (4202).



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: December 7, 2015
Re: Mustang Lakes Amenity Center Subdivision Variance

Action Requested:

Consider and act upon a Subdivision Ordinance variance request to allow construction to begin on the Mustang Lakes Amenity Center prior to the lot being platted and required utilities provided. (Mustang Lakes Amenity Center Variance) (Liebman)

Background Information:

The applicant has submitted a request for a variance to Section 10.03.126, Improvements, to allow construction to begin on an existing residence, which will be converted into the Mustang Lakes Amenity Center, prior to the lot being platted and all utilities and other improvements provided. The City will require adequate emergency fire access and water to be provided prior to any construction.

Typically, prior to a final plat being accepted by the City and filed for record with the County, all underground utilities, including water lines, storm and sanitary sewer lines, electric, telephone utilities, street lighting and cable television would have been installed, easements for utilities provided through separate instrument or shown on the plat, and sidewalks, street lighting and signs are installed. These improvements are considered to be “public” and therefore are required by the City prior to the plat’s acceptance and recordation and precede the onset of any vertical construction. In this case, since the structure exists on unplatted land, repairs and remodeling is requested prior to the necessity of completing improvements on the overall tract of land.

Public Notice:

N/A

Supporting Documents:

- Letter of Request
- Letter of Agreement

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

Celina 682 Partners, LP.
8750 N. Central Expressway, Suite 1735
Dallas, TX 75231

December 1, 2015

Mrs. Brooks Wilson, AICP
City of Celina - Planning
142 N. Ohio Street
Celina, Texas 75009

RE: Variance Request

Dear Brooks:

This letter is in regard to the variance request we have discussed for the Mustang Lakes Amenity Center. We are requesting a variance to the City of Celina Code of Ordinance, Section 10.03.126, such that we would be able to start construction on our Amenity Center and associated improvement prior to the lot on which these previously mentioned improvements is platted. The above mentioned improvements will consist of an Amenity Center/ Club House, Pool and Pool House and Tennis Courts.

Thank you in advance for your assistance with this matter. Should you have any questions or be in need of any additional information, please do not hesitate to contact me.

Sincerely,

Randy McCuiston, P.E.
Vice President - Construction
C: 972-762-2627
randy@cambridgecos.com

Attachment: Variance Request Letter (1373 : Mustang Lakes Amenity Center Subdivision Variance)

[city letterhead]

[date]

Via Email: jim@cambridgecos.com

Celina 682 Partners, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
Attention: Jim Melino

Re: Letter agreement (this “Letter Agreement”) between City of Celina (the “City”) and Celina 682 Partners, L.P. (the “Owner”) authorized by variance to subdivision regulations regarding construction of an amenity center prior to final plat approval for The Lakes at Mustang Ranch Phase One

Dear Sir:

This Letter Agreement binds the signatories to the terms herein.

The City and Owner entered into that certain Amended and Restated Development Agreement (the “Development Agreement”) on October 23, 2014, whereby planned development regulations were approved for The Lakes at Mustang Ranch which include the construction of an amenity center pursuant to the open space requirements (including, without limitation, the clubhouse, pool, pool house/cabana and tennis courts, the “Amenity Center”). A construction plat for The Lakes at Mustang Ranch Phase One was conditionally approved by the City on February 17, 2015, and contains a common area lot described as Lot 3X, Block E, Open Space for Amenity Center Purposes (the “Property”) upon which Owner has requested to construct the Amenity Center prior to approval and filing of the Final Plat for The Lakes at Mustang Ranch, Phase One (the “Final Plat”). The Development Agreement requires the development of The Lakes at Mustang Ranch to be governed by the City’s subdivision regulations and final plats approved by the City. A variance of the City’s subdivision regulations is required to allow construction of the Amenity Center to commence prior to approval and filing of the Final Plat.

Upon the City’s approval of this Letter Agreement as a variance to the City subdivision regulations to allow for the construction of the Amenity Center prior to the approval and filing of the Final Plat, the Owner may construct the Amenity Center upon the terms and conditions of this Letter Agreement. The parties hereto agree as follows:

1. The Owner must construct the roads adjacent to the Amenity Center and the City must preliminarily accept the roads prior to issuance of a building permit for the Amenity Center.
 - a. A minimum of two access points are required for emergency access.
 - b. These required roads shall remain clean, and kept free of debris, stock piling of material and vehicles that would prevent emergency vehicles from traversing the roads.

- c. A traffic control plan conforming to the latest edition of the Texas Manual on Uniform Traffic Control Devices shall be submitted to the City for approval.
2. Water lines for the purpose of fire protection shall be installed, tested, and preliminarily accepted by the City's Fire Chief, or his designee, prior to issuance of a building permit for construction of the Amenity Center. A fire hydrant must be installed within a maximum of 250 feet of the Amenity Center.
3. Emergency access routes and erosion control devices adjacent to the Amenity Center shall be constructed and preliminarily accepted by the City of Celina prior to issuance of a building permit.
4. All required plans for the Amenity Center shall be submitted, reviewed, and approved before construction work proceeds.
5. The Amenity Center shall not connect to public water and wastewater facilities until the Final Plat is approved.
6. The Final Plat must be approved and filed prior to the City's issuance of a Certificate of Occupancy for the Amenity Center. All applicable inspections shall be requested and passed before the certificate of occupancy is issued.
7. Construction of the Amenity Center shall comply with all applicable local, state, and federal codes.

Nothing in this Letter Agreement shall amend the rights and obligations of the parties pursuant to the Development Agreement.

This Letter Agreement expires on the date that the Final Plat is approved and filed. Owner agrees that City does not waive or surrender any of its governmental powers, immunities, or rights by entering into this Letter Agreement.

This Letter Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature of a party transmitted by facsimile or by other electronic means shall be binding on such party to the same extent as an original signature. If this Letter Agreement is signed by the parties or party and delivered by means of facsimile or other electronic transmission, the parties agree promptly to thereafter exchange original, executed counterparts thereof, but failure to do so shall not affect the validity, enforceability or binding effect thereof.

Agreed and accepted on the _____ day of _____, 2015:

ON BEHALF OF CITY:

CITY OF CELINA

By: _____

Mike Foreman, City Manager

ON BEHALF OF OWNER:

CELINA 682 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 682 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: _____,
James J. Melino, Manager

Attachment: Letter of Agreement (1373 : Mustang Lakes Amenity Center Subdivision Variance)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: December Involuntary Annexation Resolution

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, January 12, 2016 at 6:00 p.m. & Tuesday, January 12, 2016 at 6:05 p.m.) for public hearings on the proposed involuntary annexations of Tracts 10, 19, 34, & 76 of Block 2, of the Collin County School Land Survey #15, Abstract No. 170 and being ± 111.9710 acres; and a ± 34.62 acre tract of land located in Tract 55 of the Coleman Watson Survey, Abstract No. 945. (Liebman)

Background Information:

Below is the anticipated annexation schedule for the properties listed in Exhibits "A", & "B".

The property owners have declined the offered pre-annexation agreement offered by the City.

- December 7, 2015 - City Council acts on Resolution to set the public hearing dates.
- January 12, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- February 9, 2015 - City Council acts on Ordinance annexing the properties listed in Exhibits "A" & "B".

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Portions of the area under consideration of annexation are within the Marilee Special Utility District, upon the initiation of City water service to the tract a fee of \$1,250 per acre will be due to Marilee SUD.

Legal Review:

The City's land use attorney has assisted staff in the pre-annexation process.

Supporting Documents:

- Proposed Resolution.

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA
RESOLUTION NO. 2015-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibit “A” into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

- I. That on Tuesday, the 12^h day of January, 2016 at 6:00 p.m. and on Tuesday, the 12th day of January, 2016 at 6:05 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibits “A” & “B”
- II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibits “A” & “B” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 7th day December, 2015.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: Dec Involuntary Resolution (1379 : December involuntary annex resolution- LM Celina 115, Kim Young Lei)

Exhibit "A"

Tracts 10, 19, 34, & 76 of Block 2, of the Collin County School Land Survey #15, abstract no. 170 and being ± 111.9710 acres.

Exhibit "B"

Tract 55 of the Coleman Watson Survey, Abstract no. 945, and being ± 34.62 acres.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Rolling Meadows Annexation Decision

Action Requested:

Consider and act upon on an ordinance of the City of Celina, Texas, adopting the annexation of certain territories contiguous to and adjoining the City of Celina, Texas, to wit: being all of Rolling Meadows Estates, a residential subdivision within Collin County Texas, encompassing 51.418 acres situated in the Coleman Watson Survey, Abstract No. 945 and comprising of forty-four (44) lots. (Rolling Meadows) (Liebman)

Background Information:

Below is the anticipated annexation schedule for Rolling Meadows Estates.

The properties do not currently have an agricultural exemption, and no pre-annexation offer is required.

- ~~• October 13, 2015 - City Council acts on Resolution to set the public hearing dates.~~
- ~~November 10, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)~~
- December 7, 2015 - City Council acts on Ordinance annexing the properties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Rolling Meadows is currently served water by the City of Celina at the City's current rate for non-residents (1.5x the normal rate). Upon annexation these resident's will begin to pay the normal rate for residents of Celina.

Legal Review:

N/A

Supporting Documents:

- Annexation Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
ROLLING MEADOWS ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING ALL OF ROLLING MEADOWS ESTATES, A RESIDENTIAL SUBDIVISION WITHIN COLLIN COUNTY TEXAS, ENCOMPASSING 51.418 ACRES SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945 AND COMPRISING OF 44 LOTS, AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS ARE GENERALLY LOCATED NORTH OF E. MALONE STREET, EAST OF BUSINESS 289, WEST OF THE BNSF RAILROAD, AND SOUTH OF COUNTY ROAD 95; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR 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 A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; 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; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 10th day of November, 2015 and the second hearing being held on the 10th day of November, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the properties being more particularly described in Exhibit "A", attached hereto and incorporated herein; 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 public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 23th day of October, 2015, 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins 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 such territory 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, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit “C” and incorporated herein for all purposes.

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 being more particularly described in Exhibit “A”, which is incorporated herein as if written word for word, 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 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit “C”, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit “A”, attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 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.

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 ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Rolling Meadows Annexations Ordinance (1380 : Rolling Meadows Annexation Decision)

EXHIBIT "A"
Property Description

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Vines/Herrin, L.L.C., is the owner of a tract of land situated in Collin County, Texas, in the Coleman Watson Survey, Abstract No. 945, being a part of the 105.34 acre tract described in deed from Able Investments, Inc. to 88-106 LLC, dated August 13, 1997, recorded in Clerk's File No. 97-67495 of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found near a corner post at the northwest corner of said 105.34 acre tract;

THENCE North 89° 03' 27" East, with the north line of said 105.34 acre tract and generally near a wooden fence, passing near the end of said fence at 1509.8 feet and continuing in all 1799.65 feet to an iron pin found at the northeast corner of said 105.34 acre tract, same being the west right-of-way line of Farm Road No. 2478;

THENCE southerly with the east line of said 105.34 acre tract and the west right-of-way line of said Farm Road No. 2478, as follows:

South 0° 40' 40" East, 1006.18 feet to an iron pin set;

South 0° 45' 40" East, 233.01 feet to an iron pin set;

THENCE South 89° 03' 27" West, 1819.31 feet to an iron pin set in the west line of said 105.34 acre tract;

THENCE northerly with the west line of said 105.34 acre tract and generally near a wood fence as follows:

North 0° 06' 25" East, 359.73 feet to an iron pin found on the east edge of said fence;

North 0° 15' 36" East, 879.7 feet to the PLACE OF BEGINNING
and containing 51.481 ACRES OF LAND.

EXHIBIT "B"
Property Exhibit

6589

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that I, WHITFIELD INVESTMENTS, L.L.C., of the County of COLLIN, State of TEXAS, do hereby certify that I am the owner of a tract of land situated in the County of COLLIN, State of TEXAS, and more particularly described as follows: Rolling Meadows Estates, Subdivided into 44 Lots, as shown on the plat hereon.

Witness my hand and seal of office, this 12 day of October, 2001.

Notary Public in and for the State of Texas

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Whitfield Investments, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

I give under my hand and seal of office, this 12 day of October, 2001.

Notary Public in and for the State of Texas

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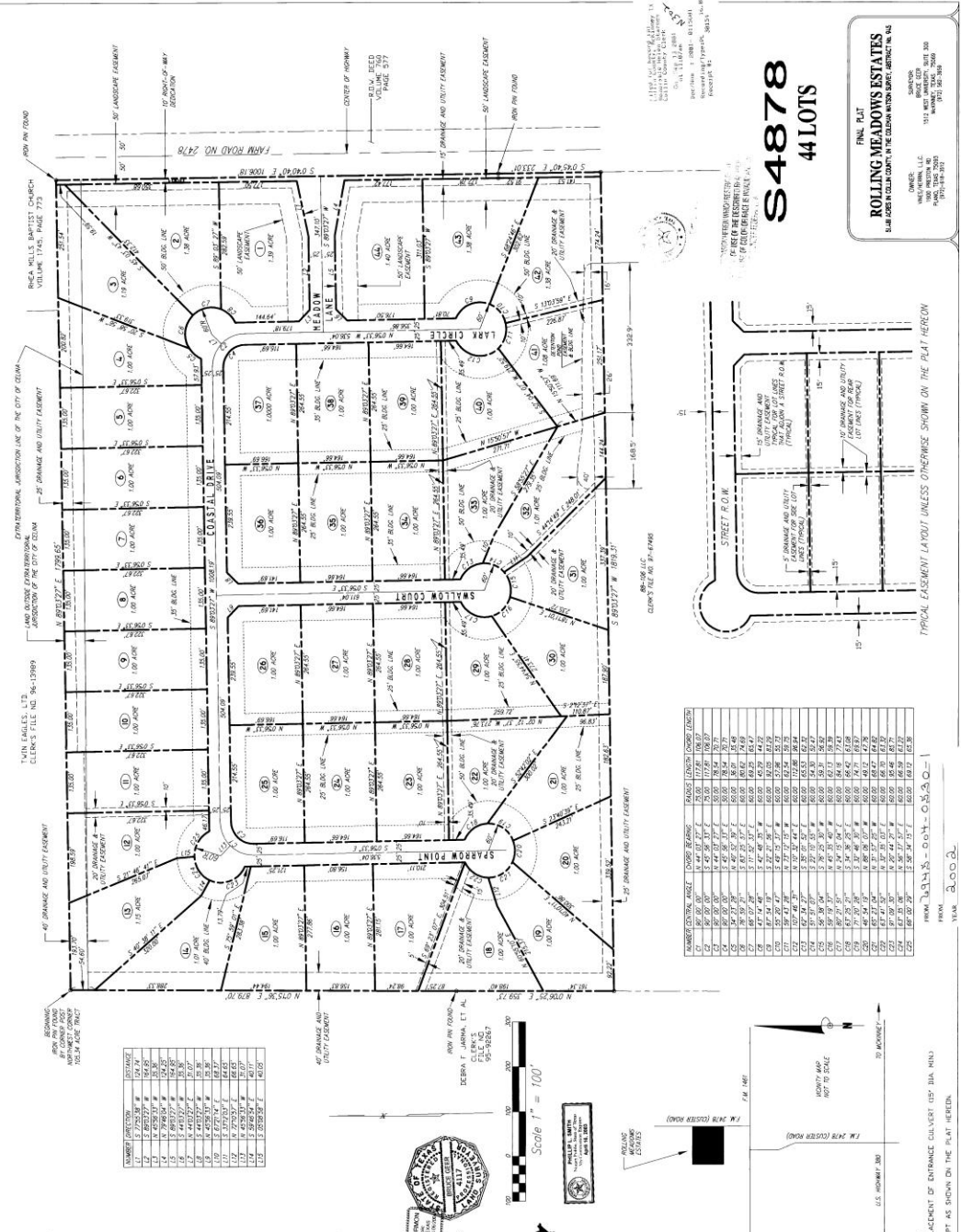
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I give under my hand and seal of office, this 12 day of October, 2001.

Notary Public in and for the State of Texas



ROLLING MEADOWS ESTATES
SUBDIVISION IN COLLIN COUNTY, TEXAS, BEING A TRACT OF LAND CONTAINED IN THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, VOLUME 484, PAGE 311.

KNOW ALL MEN BY THESE PRESENTS, that I, Whitfield Investments, L.L.C., do hereby certify that I am the owner of a tract of land situated in the County of COLLIN, State of TEXAS, and more particularly described as follows: Rolling Meadows Estates, Subdivided into 44 Lots, as shown on the plat hereon.

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I give under my hand and seal of office, this 12 day of October, 2001.

Notary Public in and for the State of Texas

**Exhibit “C”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), 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) Constriction 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 be 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.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Creeks of Legacy Phase 1A Final Plat

Action Requested:

Consider and act upon a Final Plat for Creeks of Legacy, Phase 1A, a ±59.906 acre tract of land situated in the William Davenport Survey, Abstract No. 262 and the F. D. Gary Survey, Abstract No. 361, containing 212 residential lots and nine (9) open space/common area lots. The property is generally located north of Frontier Parkway, south of Clear Creek Parkway and west of Doe Branch Boulevard. (Creeks of Legacy) (Liebman)

Background Information:

The Creeks of Legacy Phase 1A plat creates 212 residential lots and nine (9) open space/common areas lots to be owned by the HOA. Staff has reviewed the proposed Final Plat for Creeks of Legacy, Phase 1A and recommends approval as presented.

Public Notice:

N/A

Supporting Documents:

- Plat Exhibit

Legal Review:

N/A

Board/Committee Recommendation:

At the Planning and Zoning Commission meeting on November 17, 2015 the Planning and Zoning Commission voted unanimously to recommend approval of this item.

Staff Recommendation:

Staff recommends approval on the condition that the plat is not filed until all public improvements have been inspected and accepted by City staff



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9/10/2015
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LEGAL DESCRIPTION

BEING FOUR PARCELS OF LAND SITUATED IN THE WM.DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC RECORDED IN INSTRUMENT NUMBER 20130909001267970 REMAINDER (HEREIN AFTER KNOWN AS TRACT 1), OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC RECORDED IN INSTRUMENT NUMBER 20140624000644630 (HEREIN AFTER KNOWN AS TRACT 2), 20140624000644640 (HEREIN AFTER KNOWN AS TRACT 3) AND 20140624000644650 (HEREIN AFTER KNOWN AS TRACT 4), SAID OFFICIAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCE 1

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID TRACT 1, BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CARL P. PARRISH AS RECORDED IN VOLUME 5335, PAGE 7579, SAID OFFICIAL PROPERTY RECORDS, BEING IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO DOONYE MCCULLY AS RECORDED IN INSTRUMENT NUMBER 2012032300033840, SAID OFFICIAL PROPERTY RECORDS:

THENCE N 88°13'57"E, 1062.60 FEET WITH THE NORTH LINE OF SAID TRACT 1 TO A 1 INCH IRON ROD FOUND:

THENCE S 89°51'14"E, 69.67 FEET CONTINUING WITH SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF THAT 2.232 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 00°48'57"E, 533.06 FEET DEPARTING SAID NORTH LINE WITH THE WEST LINE OF SAID 2.232 ACRE TRACT TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID WEST LINE AND SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 131.95 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS S 44°11'03"W, 118.79 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE NORTH LINE OF THAT 2.028 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 89°11'03"W, 1053.75 FEET WITH SAID NORTH LINE TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF AFOREMENTIONED CARL P. PARRISH TRACT, BEING THE NORTHWEST CORNER OF SAID 2.028 ACRE TRACT:

THENCE N 00°16'45"W, 600.61 FEET WITH THE COMMON WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF SAID CARL P. PARRISH TRACT TO THE POINT OF BEGINNING AND CONTAINING 690,668 SQUARE FEET OR 15.856 ACRES OF LAND MORE OR LESS.

PARCEL 2

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID TRACT 1, BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO 117 FARM ON TOLLWAY LTD AS RECORDED IN INSTRUMENT NUMBER 2005-0088512, SAID OFFICIAL PROPERTY RECORDS:

THENCE S 00°06'38"E, 610.48 FEET WITH THE EAST LINE OF SAID TRACT 1 TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHEAST CORNER OF THAT 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 89°29'44"W, 1656.11 FEET DEPARTING SAID EAST LINE WITH THE NORTH LINE OF SAID 3.064 ACRE TRACT TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID NORTH LINE AND SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 131.49 FEET, THROUGH A CENTRAL ANGLE OF 89°41'19", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS N 45°39'37"W, 118.47 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE EAST LINE OF THAT 2.232 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE N 00°48'57"W, 532.25 FEET WITH SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE NORTH LINE OF SAID TRACT 1:

THENCE S 89°51'14"E, 188.62 FEET WITH SAID NORTH LINE TO A 1/2 INCH IRON ROD FOUND:

THENCE N 89°27'22"E, 753.95 FEET CONTINUING WITH SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 89°45'31"E, 804.65 FEET CONTINUING WITH SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 1,067,672 SQUARE FEET OR 24.510 ACRES OF LAND MORE OR LESS.

PARCEL 3

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE EAST LINE OF SAID TRACT 1, BEING AT THE SOUTHEAST CORNER OF THAT 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 00°06'38"E, 347.43 FEET WITH SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO LENNAR HOMES OF TEXAS RECORDED IN INSTRUMENT NUMBER 201400911000984990, SAID OFFICIAL PUBLIC RECORDS:

THENCE WITH THE COMMON SOUTH LINE OF SAID TRACT 1 AND TRACT 3 AND THE NORTH LINE OF SAID LENNAR HOMES TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 89°53'22"W, 1442.17 FEET DEPARTING SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

S 89°23'55"W, 64.49 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

S 83°27'04"W, 73.34 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

S 75°44'05"W, 73.34 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 67°21'56"W, 85.54 FEET WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE EAST LINE OF THAT 4.512 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED INSTRUMENT NUMBER 20140708000701570, SAID OFFICIAL PUBLIC RECORDS, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE WITH THE EAST LINE OF SAID 4.512 ACRE AND THE EAST LINE OF THAT 2.232 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000401510, SAID OFFICIAL PUBLIC RECORDS THE FOLLOWING COURSES AND DISTANCES:

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 61.53 FEET, THROUGH A CENTRAL ANGLE OF 07°44'53", HAVING A RADIUS OF 455.00 FEET, THE LONG CHORD WHICH BEARS N 04°41'24"W, 61.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 00°48'57"W, 249.24 FEET WITH SAID EAST RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE SOUTH LINE OF AFOREMENTIONED 3.064 ACRE TRACT, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID SOUTH LINE AND SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 132.40 FEET, THROUGH A CENTRAL ANGLE OF 90°18'41", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS N 44°20'23"E, 119.12 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 89°29'44"E, 1654.27 FEET WITH SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 596,669 SQUARE FEET OR 13.698 ACRES OF LAND MORE OR LESS.

PARCEL 4

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE SOUTH LINE OF SAID TRACT 1, BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO FIRST TEXAS HOMES, INC, RECORDED IN INSTRUMENT NUMBER 20140825000908100, SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE WEST LINE OF THAT 2.232 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE WITH THE COMMON SOUTH AND WEST LINES OF SAID TRACT 1 AND TRACT 2 AND THE NORTH LINE OF SAID FIRST TEXAS HOMES TRACT THE FOLLOWING COURSES AND DISTANCES:

S 89°11'04"W, 130.45 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, THE SOUTHWEST CORNER OF SAID TRACT 2, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

WITH SAID CURVE TO THE LEFT, AT AN ARC DISTANCE OF 3.40 FEET THE NORTHWEST CORNER OF SAID TRACT 2, IN ALL AN ARC DISTANCE OF 308.45 FEET, THROUGH A CENTRAL ANGLE OF 86°12'30", HAVING A RADIUS OF 205.00 FEET, THE LONG CHORD WHICH BEARS N 47°42'42"W, 280.16 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 89°10'58"W, 32.95 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 00°48'59"W, 130.00 FEET WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE SOUTH LINE OF THAT 2.028 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS:

THENCE N 89°11'02"E, 283.95 FEET DEPARTING SAID COMMON LINE WITH SAID SOUTH LINE A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID SOUTH LINE AND SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 131.95 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS S 45°48'57"E, 118.79 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE AFOREMENTIONED WEST LINE OF SAID 2.232 ACRE TRACT:

THENCE S 00°48'58"E, 237.44 FEET WITH SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 80,224 SQUARE FEET OR 1.842 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CTGMT FRONTIER 80, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CREEKS OF LEGACY PHASE 1A ADDITION AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF _____, 20____

BY: _____
AUTHORIZED SIGNATURE OF OWNER

PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

KNOW ALL MEN BY THESE PRESENTS:
THAT I, _____ DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

SIGNATURE OF THE REGISTERED PROFESSIONAL (SEAL)

TEXAS REGISTRATION NO.

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: _____
PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON

DATE OF RECOMMENDATION

APPROVED BY: _____
CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR

DATE OF APPROVAL

ATTEST:

CITY SECRETARY

DATE

A Final Plat of
Creeks of Legacy
Phase 1A

212 RESIDENTIAL LOTS,
9 OPEN SPACE \ COMMON AREAS,
Totalling 55.906 ACRES

SITUATED IN THE WM.DAVENPORT SURVEY,
ABSTRACT NUMBER 262, AND THE F.D. GARY
SURVEY, ABSTRACT NUMBER 361,
CITY OF CELINA, COLLIN COUNTY, TEXAS

Owner

CADG FRONTIER 192, LLC
1800 Volley View Lane
Suite 300

Farmers Branch, Texas 75234
469-892-7200

Cose No. _____

Revisions:				
Job #:	CEN13006	Drawn By:	D.FREEMON	
Checked By:	T.BRIDGES	Date:	05-22-14	

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PELOTON LAND SOLUTIONS 5751 KROGER DR. STE. 185 KELLER, TX 76244 817-562-3350
SHEET 2 OF 2 SHEETS

Attachment: Creeks of Legacy Phase 1A (1376 : Creeks of Legacy Phase 1A Final Plat)

Creeks of Legacy Ph. 1A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: December 7, 2015
 Re: Creeks of Legacy Phase 1C Final Plat

Action Requested:

Consider and act upon a Final Plat for Creeks of Legacy, Phase 1C, a ±25.539 acre tract of land situated in the William Davenport Survey, Abstract No. 262 and the F. D. Gary Survey, Abstract No. 361, containing ninety-one (91) residential lots and generally located north of Frontier Parkway, south of Clear Creek Parkway and west of Doe Branch Boulevard. (Creeks of Legacy) (Liebman)

Background Information:

The Creeks of Legacy Phase 1C plat creates 91 residential lots and two (2) open space/common areas lots to be owned by the HOA. Staff has reviewed the proposed Final Plat for Creeks of Legacy, Phase 1C and recommends approval as presented.

Public Notice:

N/A

Supporting Documents:

- Plat Exhibit

Legal Review:

N/A

Board/Committee Recommendation:

At the Planning and Zoning Commission meeting on November 17, 2015 the Planning and Zoning Commission voted unanimously to recommend approval of this item.

Staff Recommendation:

Staff recommends approval on the condition that the plat is not filed until all public improvements have been inspected and accepted by City staff.

1845-5 Firm Reg No. 00777020

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3-06-20 PM

8/21/2015

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LEGAL DESCRIPTION
BEING A TRACT OF LAND SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO FIRST TEXAS HOMES, INC., RECORDED IN INSTRUMENT NUMBER 20140825000908100, OFFICIAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID FIRST TEXAS HOMES TRACT, BEING IN THE SOUTH LINE OF A 2.028 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS;

THENCE N 89°11'03"E, 450.00 FEET WITH THE COMMON NORTH LINE OF SAID FIRST TEXAS HOMES TRACT AND SAID SOUTH LINE TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE NORTHWEST CORNER OF A REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC RECORDED IN INSTRUMENT NUMBER 201309090001267970, SAID OFFICIAL PUBLIC RECORDS;

THENCE DEPARTING SAID COMMON LINE WITH THE COMMON EAST LINE OF SAID FIRST TEXAS HOMES TRACT AND THE WEST LINE OF SAID CTMGT FRONTIER 80 TRACT TO FOLLOWING COURSES AND DISTANCES:

S 00°48'57"E, 130.00 FEET DEPARTING SAID COMMON LINE TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 89°11'03"E, 32.95 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, AT AN ARC DISTANCE OF 308.45 FEET, THROUGH A CENTRAL ANGLE OF 86°12'30", HAVING A RADIUS OF 205.00 FEET, THE LONG CHORD WHICH BEARS S 47°42'42"E, 280.16 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC RECORDED IN INSTRUMENT NUMBER 20140624000644630, SAID OFFICIAL PUBLIC RECORDS;

THENCE N 89°11'03"E, 130.45 FEET WITH THE COMMON NORTH LINE OF SAID FIRST TEXAS HOMES TRACT AND THE SOUTH LINES OF SAID CTMGT FRONTIER 80 TRACTS (201309090001267970 AND 20140624000644630), TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET IN THE WEST LINE OF THAT 2.028 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS;

THENCE WITH THE COMMON EAST LINE OF SAID FIRST TEXAS HOMES TRACT AND THE WEST LINE OF SAID CITY OF CELINA TRACT OF LAND DESCRIBED BY DEED TO THAT CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510, SAID OFFICIAL PUBLIC RECORDS THE FOLLOWING COURSES AND DISTANCES:

S 00°48'57"E, 12.50 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND, THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AT AN ARC DISTANCE OF 250.45 FEET, THROUGH A CENTRAL ANGLE OF 26°19'46", HAVING A RADIUS OF 645.00 FEET, THE LONG CHORD WHICH BEARS S 17°58'50"E, 248.25 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

S 27°08'43"E, 408.48 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND, THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 261.11 FEET, THROUGH A CENTRAL ANGLE OF 01°23'59", HAVING A RADIUS OF 1766.50 FEET, THE LONG CHORD WHICH BEARS S 17°58'36"E, 39.97 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

S 27°54'29"E, 580.87 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 72°43'24"W, 50.00 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 62°59'51"W, 14.01 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 71°27'33"W, 235.03 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 27°06'09"W, 14.30 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 72°57'55"W, 50.00 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 243.65 FEET, THROUGH A CENTRAL ANGLE OF 10°53'36", HAVING A RADIUS OF 1281.50 FEET, THE LONG CHORD WHICH BEARS N 22°28'53"W, 243.28 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 73°49'12"W, 13.98 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 29°29'35"W, 50.00 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 68.05 FEET, THROUGH A CENTRAL ANGLE OF 03°02'33", HAVING A RADIUS OF 1281.50 FEET, THE LONG CHORD WHICH BEARS N 32°34'45"W, 68.04 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 55°53'58"W, 127.85 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 32°42'42"W, 11.95 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 36°20'09"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET IN THE WEST LINE OF SAID FIRST TEXAS HOMES TRACT, BEING THE MOST EASTERLY SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC RECORDED IN INSTRUMENT NUMBER 20140624000644630, SAID OFFICIAL PUBLIC RECORDS;

THENCE WITH THE COMMON WEST LINE OF SAID FIRST TEXAS HOMES TRACT AND THE EAST LINE OF SAID CTMGT FRONTIER 80 TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 39°37'12"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 42°54'16"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 46°11'19"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 49°28'23"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 52°45'27"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 56°02'30"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 59°19'34"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 62°36'37"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 65°53'41"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 69°10'44"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 72°27'48"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 75°44'51"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 79°01'55"W, 66.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 75°39'46"W, 66.81 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 10°07'03"W, 72.22 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 24°31'53"W, 179.93 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 53°44'51"W, 50.00 FEET WITH THE WEST LINE OF SAID FIRST TEXAS HOMES TRACT AND THE EAST LINE OF SAID CTMGT FRONTIER 80 TRACT (201309090001267970 REMAINDER AND 20140624000644630), TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH THE COMMON NORTH LINE OF SAID FIRST TEXAS HOMES TRACT AND THE SOUTH LINE OF SAID CTMGT FRONTIER 80 TRACT (201309090001267970 REMAINDER) THE FOLLOWING COURSES AND DISTANCES:

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 12.73 FEET, THROUGH A CENTRAL ANGLE OF 01°49'26", HAVING A RADIUS OF 400.00 FEET, THE LONG CHORD WHICH BEARS N 35°20'25"E, 12.73 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 34°25'42"E, 60.12 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 262.81 FEET, THROUGH A CENTRAL ANGLE OF 54°45'21", HAVING A RADIUS OF 275.00 FEET, THE LONG CHORD WHICH BEARS N 61°48'22"E, 252.92 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 89°11'03"E, 261.00 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

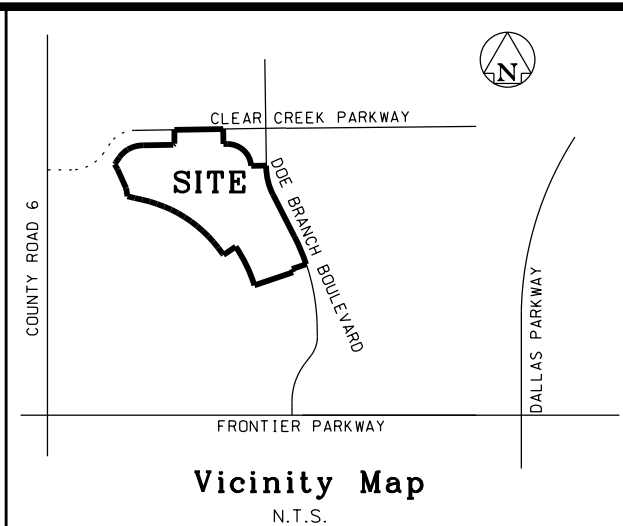
N 44°11'03"E, 14.14 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

N 00°48'57"W, 95.00 FEET TO A 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 45°48'57"W, 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,112,491 SQUARE FEET OR 25.539 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

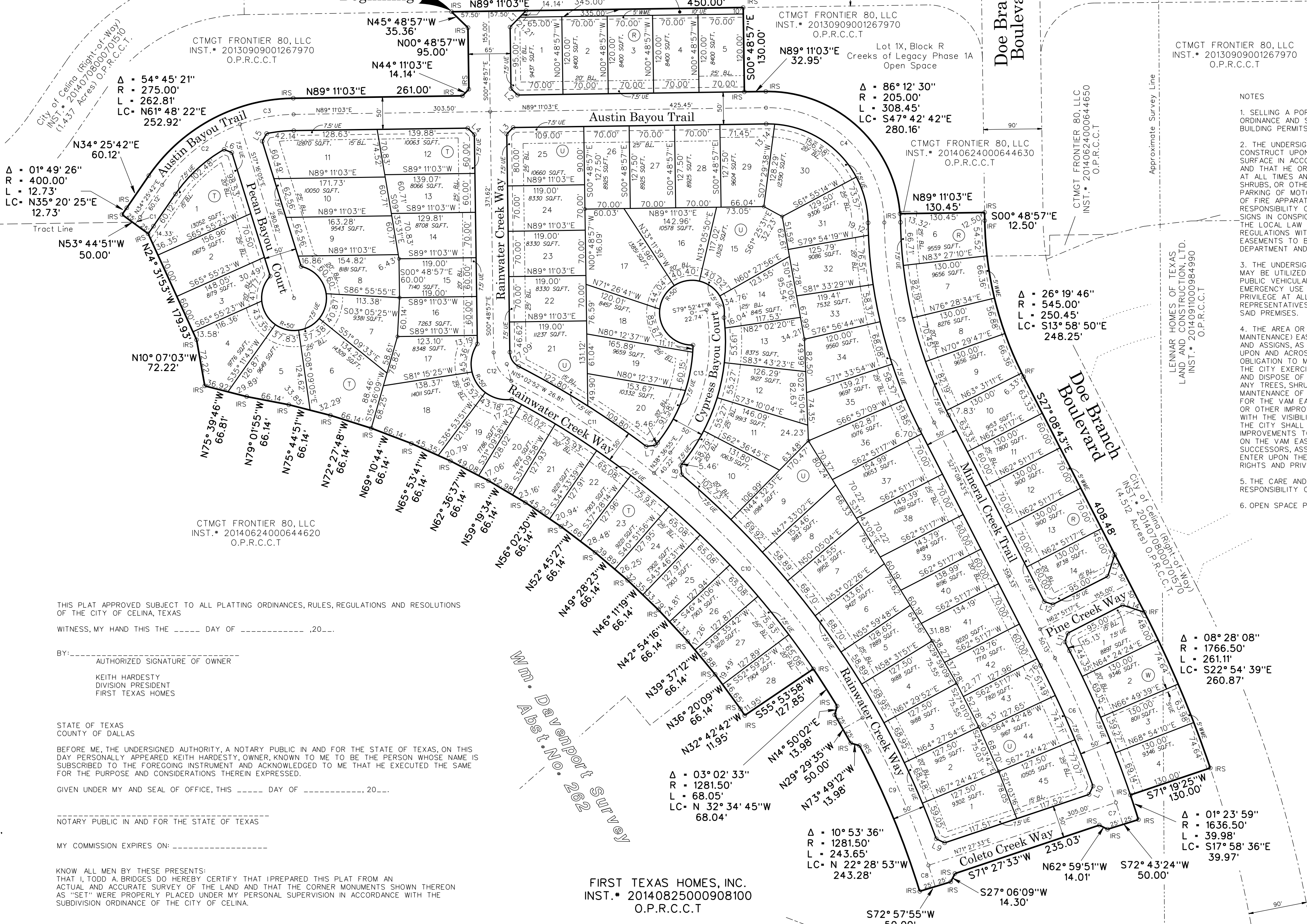
THAT FIRST TEXAS HOMES, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS FINAL DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CREEKS OF LEGACY PHASE 1C ADDITION AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, FENCES OR OTHER IMPROVEMENTS OR GROWTHS SHOWN THEREON, THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES, THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE AREAS, AS SHOWN, BY THE CITY COUNCIL OF THE CITY OF CELINA IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THE RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.



CARL P. PARRISH
VOL.5335, PG.7579
O.P.R.C.C.T.

Wm. Davenport Survey
Abst.No. 262

Point of Beginning



THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS _____ DAY OF _____, 20____.

BY: _____
AUTHORIZED SIGNATURE OF OWNER

KEITH HARDESTY
DIVISION PRESIDENT
FIRST TEXAS HOMES

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED KEITH HARDESTY, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TODD A. BRIDGES DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

SIGNATURE OF THE REGISTERED PROFESSIONAL _____

TEXAS REGISTRATION NO. 4940

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: _____
PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON _____ DATE OF RECOMMENDATION _____

APPROVED BY: _____
CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR _____ DATE OF APPROVAL _____

ATTEST: _____

CITY SECRETARY _____ DATE _____

LEGEND
IRF = Iron Rod Found
IRS = Iron Rod Set
B.L. = Building Line
E.L. = Utility Easement
W.E. = Well Maintenance Easement
S.D.F.T. = Square Feet

CTMGT FRONTIER 80, LLC
INST. • 20130909001267970
O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST. • 20140708000701510
(2.232 Acres) O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20130909001267970
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

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INST. • 20140624000644630
O.P.R.C.C.T.

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INST. • 20140624000644630
O.P.R.C.C.T.

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O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

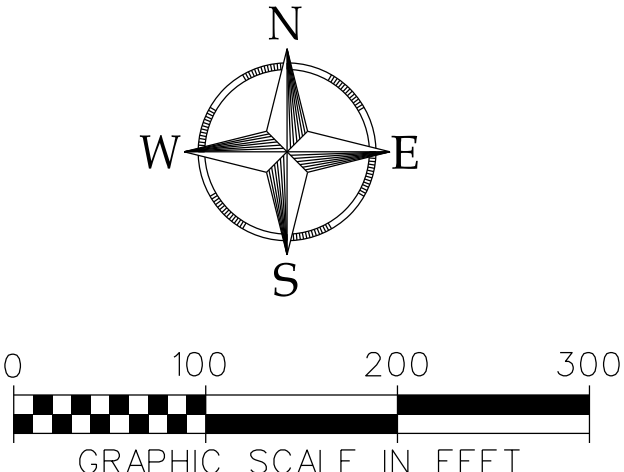
CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

Case No. _____



Clear Creek Parkway

CTMGT FRONTIER 80, LLC
INST. • 20130909001267970
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

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INST. • 20140624000644630
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. • 20140624000644630
O.P.R.C.C.T.

Case No. _____

Revisions:	Job #:	Drawn By:	Checked By:	Date:
	CEN13006	D.FREEMON	T.BRIDGES	05-02-14

NOTES
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.
3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE, IN ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT, SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT, TO REMOVE ANY OBSTRUCTION THEREON, TO REMOVE ANY STRUCTURES, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.
5. THE CARE AND MAINTENANCE OF ALL OPEN SPACE/COMMON AREA LOTS IS THE RESPONSIBILITY OF THE HOA.
6. OPEN SPACE PROVIDED AT 1AC PER 75 UNITS PROVIDED IN ANOTHER PHASE.

LENAR HOMES OF TEXAS
LAND AND CONSTRUCTION, L.T.D.
INST. • 2014091000984990
O.P.R.C.C.T.

LENAR HOMES OF TEXAS
LAND AND CONSTRUCTION, L.T.D.
INST. • 2014091000984990
O.P.R.C.C.T.

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